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No. २१]

NEW DELHI, SATURDAY, MAY 24, 1986/Jyaistha 3, 1908

इस भाग के निम्न एक दस्ता ही जाती है कि इसके लिए यह भला उपलब्ध हो कर वे
रखा जा जाए ।

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—पार्ट ३—एप-कांड (II)
PART II—Section 3—Sub-section (II)

(रक्त मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा आरी किए गए सांविधिक आदेश और अधिसूचनाएँ

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

मई दिल्ली, १३ मई, १९८६

सूचना

का. घा. 2017.—नोटरीज नियम, 1956 के नियम ६ के
मानुसरण में सभीन प्राधिकारी द्वारा यह सूचना ही जाती है कि श्री निहाल
शहमद सिहानी, एवडोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम ४
के अधीन एक आदेश इस बात के लिए दिया है कि उसे उत्तरपुर
(न.प्र.) व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए ।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार
का आदेश इस सूचना के प्रकालन के चौहाह दिन के भीतर विविध रूप में
देंगे पास देंगा जाए ।

[सं. ५(४) /८६-न्या.]
आर. एन. गोहार, सभीन प्राधिकारी

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 13th May, 1986

NOTICE

S.O. 2017.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that the application has been made to the said Authority, under rule 4 of the said Rules, by Shri Nihal Ahmed Siddiqui Advocate for appointment as a Notary to practice in Chatrapur (MP).

[संख्या 228/12/86 ए. बी. डी. बी.]

के. जी. गोहार, डा. उमर

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS**
(Department of Personnel and Training)

ORDER

New Delhi, the 5th May, 1986

S.O. 2018.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the Govt. of Haryana hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for the investigation of offences punishable under section 3, 4 and 6 of the Terrorist and Disruptive Activities (Prevention) Act, 1985 (31 of 1985) and section 120-B of the Indian Penal Code 1860 (45 of 1860), and attempts abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same facts, in regard to the case registered under F.I.R. No. 47 dated 24-2-86 at Police Station Shahbad, District Kurukshetra, Haryana.

[No. 228/12/86-AVD. II]
K.G. GOEL, Dy. Secy.

**विलास योजना
(राजस्व विभाग)
नई दिल्ली, 3 मार्च, 1986**

प्राप्त-कर

का. प्रा. 2018—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, प्रथम् सचिव, पर्यावरण विभाग, भारत सरकार, नई दिल्ली ने निम्नलिखित संस्था को सदा इसके बीचे उल्लिखित कार्यक्रमों को, प्राप्तकर नियम, 1962 के नियम 6 कक्षण के प्रत्यार्थ आंशिक अधिनियम, 1961 की धारा 35 गगड़ के अधीनों के लिए अनुमोदित कर दिया है :

संस्था का नाम

“इंस्टीट्यूट ऑफ ह्यूमेन इकोसिस्टम, छठर्जी इन्स्टीट्यूशन्स, घम म. 13, 33-ए, जवाहरलाल नेहरू रोड, कलकत्ता-700071.”

कार्यक्रम

1. औषधीय भूत्य की जड़ी-बूटियों की खोज,
2. बनसपाण—स्थानीय प्राकृतिक की तुलना में प्राकृतिक विकास का सूचीकरण,
3. भू-संरक्षण तथा मृदारसायन गुणहस्त का संरक्षण,
4. जल स्रोतों का संरक्षण तथा नियंत्रित प्रयोग हेतु योजना,
5. पशुधन स्रोतों का संरक्षण,
6. बुमी पर प्रध्ययन—दैहिक भौजन को इस्तेमाल में जाने के लिए निकास भौजन,
7. प्राकृतिक स्रोतों के संरक्षण के लिए जन-जीवन,
8. प्राकृतिक जल स्रोतों का संरक्षण,

विहित प्राधिकारी द्वारा प्रवरत दोनों अनुमोदन, प्रथम्

- (i) संस्था को उपचारा (2) के प्रत्यार्थ और (ii) कार्यक्रम को धारा 35 गगड़ की उपचारा (1) के प्रत्यार्थ निम्नलिखित गर्ती पर।

दिसंबर, 1985 से प्रारम्भ होकर तीन वर्षों के अवधि के लिए वैध है :-

i. इंस्टीट्यूट ऑफ ह्यूमेन इकोसिस्टम, कलकत्ता अपने अनुसंधान कार्यक्रमों के लिए स्वयं द्वारा प्राप्त राशियों का एवं नियमित रखेगा।

ii. व्यापक अपने संरक्षण कार्यक्रमों की प्रति रिपोर्ट, विहित प्राधिकारी की प्रत्येक वित्तीय वर्ष के लिए प्रति वर्ष 30 जून तक प्रस्तुत करेगा।

iii. व्यापक अपनी कुल आय तथा वेतवारिया वर्तमान हुए अपने संपरीक्षित आविष्कार लेखों की एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी की प्रस्तुत करना भी इन संसाधनों में से एक प्रत्येक की एक-एक प्रति संबंधित आयकर प्राप्ति को जेबेगा।

iv. यह अनुमोदित विहित प्राधिकारी की विवरण संस्थापित पर नियम है और आवश्यक समझ जाने की स्थिति में, तो भूत लक्ष्य प्रभाव से इसे वापिस सिया जा सकता है।

[S. 6608/का. नं. 203/227/85 प.क. (पि. II)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 3rd March, 1986.

INCOME-TAX

S.O. 2019.—It is hereby notified for general information that the Institution mentioned below and in programmes given hereunder have been approved by the Secretary, Department of Environment, Government of India, New Delhi, being the Prescribed Authority under Rule 6AAC of the Income-tax Rules, 1962 for the purposes of Section 35CCB of the Income-tax Act, 1961.

NAME OF THE INSTITUTION

“Institute of Human Ecosystem, Chittaranjan International, Room No. 13, 33-A, Jawaharlal Nehru Road, Calcutta-700071.”

PROGRAMMES

- (1) Exploration for herbs of medicinal values,
- (2) Conservation of forest—evaluation of natural growth vis-a-vis local need,
- (3) Conservation on soil erosion and pedochemical deterioration,
- (4) Conservation of water resources and plan for controlled use,
- (5) Conservation of livestock resources,
- (6) Studies on mushroom—tapping sources for better food utilisation,
- (7) Mass consciousness for conservation of natural resources,
- (8) Conservation of natural aqua resources.

Both the approvals accorded by the Prescribed Authority namely (i) to the Institution under sub-section (2) and (ii) to the programmes under sub-section (1) of Section 35CCB are valid for a period of three years commencing from 1st December, 1985 subject to the following conditions :—

- (i) The Institute of Human Ecosystem, Calcutta, shall maintain a separate account of donations received by it for conservation activities.
- (ii) The Trust shall furnish progress reports of the conservation programmes to the Prescribed Authority for every financial year by the 30th June, each year.
- (iii) The Trust shall submit to the Prescribed Authority by the 30th June, each year a copy of the audited annual accounts showing total income and liabilities and a copy of each these documents sent to concerned Commissioner of Income-tax.
- (iv) The approval is subject to the continued satisfaction of the Prescribed Authority and may be withdrawn with retrospective effect if considered necessary.

GIRISH DAVE, Under Secy.
No. 6608/का. नं. 203/227/85-IT(A-II))

नई दिल्ली, 10 मार्च, 1986

का. ना. 2020:—इस कार्यालय की विनांक 26-7-1984 की प्रधिसूचना सं. 5914 (फा. नं. 203/35/84-पा. क. नि.-II) के दिल्लीमें, सर्वसाधारण की जानकारी के लिए एवंद्वारा प्रधिसूचित किया जाता है कि विहित प्राधिकारी, प्रत्यापूर्ण विभाग और प्रोटोकोलिकी विभाग, मई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के बंद (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रबंध के प्रश्न निम्नलिखित शर्तों पर प्रमुखोदित किया है, प्रथम्:—

- यह कि विस्टारिटेस सोसायटी भारत इण्डिया, अमरीका भवने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृष्ठ में देखा रखेगा।
- यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रहर में प्रस्तुत करेगा जो इस प्रयोजन के लिए प्रधिकृत किया जाए और उसे सूचित किया जाए।
- यह कि उक्त संस्थान अपनी कुल आय तथा अवय एवं उक्त द्वारा संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंचयिता, देनदारियों द्वारा द्वारा द्वारा एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन वस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आद्युत को देखेगा।
- यह कि उक्त संस्थान केंद्रीय प्रत्यक्ष कर द्वारा, वित्त संदर्भ (राजस्व विभाग) नई दिल्ली की प्रमुखोदित की समाप्ति से दीन भाव पूर्व और घरविं बदलने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रारंभनाम् रद्द कर दिया जाएगा।

संस्था

"वि स्पास्टिक सोसाइटी भारत इण्डिया, अमर कोलाबा रोड, (प्रकाशन वर्ष के सामने) कोलाबा बम्बई-400005"
यह प्रधिसूचना 1-7-1985 से 30-6-1986 तक की प्रवधि के लिए प्रभावी है।

[पं. 6613/पा. नं. 203/110/85-पा. क. फि.-II]

New Delhi, the 10th March, 1986

S.O. 2020.—In continuation of this Office Notification No. 5914 (F. No. 203/35/84-ITA.II) dated 26-7-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five)One Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- That the Spastics Society of India, Bombay will maintain a separate account of the sums received by it for scientific research.
- That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its

assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

- That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"The Spastic Society of India, Upper Colaba Road, Opposite Afghan Church, Colaba, Bombay-400005."

This Notification is effective for a period from 1-7-1985 to 30-6-1986.

[No. 6614/F. No. 203/189/85-ITA.II]

नई दिल्ली, 11 मार्च, 1986

का. ना. 2021:—सर्वसाधारण की जानकारी के लिए एवंद्वारा प्रधिसूचित किया जाता है कि विहित प्राधिकारी, प्रत्यापूर्ण विभाग और प्रोटोकोलिकी विभाग, मई दिल्ली ने निम्नलिखित संस्था को आयकरनियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (i) के बंद (ii) (पैतीस/एक/दो) के प्रयोजनों के लिए "संस्था" प्रबंध के प्रधोदन निम्नलिखित शर्तों पर प्रमुखोदित किया है, प्रथम्:—

- यह कि सेढ़ल पावर रिसर्च इंस्टीट्यूट, बंगलौर अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृष्ठ में देखा रखेगा।

- यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रहर में प्रस्तुत करेगा जो इस प्रयोजन के लिए प्रधिकृत किया जाए और उसे सूचित किया जाए।

- यह कि उक्त संस्थान अपनी कुल आय तथा अवय एवं उक्त द्वारा संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंचयिता, देनदारियों द्वारा द्वारा एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन वस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आद्युत को देखेगा।

- यह कि उक्त संस्थान केंद्रीय प्रत्यक्ष कर द्वारा, वित्त संदर्भ (राजस्व-विभाग) मई दिल्ली की प्रमुखोदित की समाप्ति से दीन भाव पूर्व घरविं बदलने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रारंभनाम् रद्द कर दिया जाएगा।

संस्था

"सेढ़ल पावर रिसर्च इंस्टीट्यूट, पी. बी. नं. 1242, बंगलौर-560012"
यह प्रधिसूचना 26-12-85 से 31-3-1988 तक प्रवधि के लिए प्रभावी है।

[पं. 6614/फा. नं. 203/189/85-पा. क. नि.-II]

New Delhi, the 11th March, 1986

S.O. 2021.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five)One Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- That the Central Power Research Institute, Bangalore will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

(ii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Central Power Research Institute, P.B. No. 1242, Bangalore-360012."

This Notification is effective for a period from 26-12-1985 to 31-3-1988.

[No. 6616/F. No. 203/189/85-ITA.II]

का. प्र. 2022.—सर्वेशासारण की बातकारी के लिए एतत्पारा प्रविधिमित किया जाता है कि भारतीय आयकर प्रविधिमित, 1922 की धारा 10(2) (xiii) के अंतर्गत वित्त बंधालय की विनांक 19-11-1956 की अविभूतना सं. 2742 द्वारा राष्ट्रीय प्रबन्धयुक्त विधिक प्रबन्धालय परिवद, नई विली को दिये गये अनुमोदन के स्थान पर एतत्पारा आयकर प्रविधिमित, 1961 की धारा 35(i) (iii) के अंतर्गत समयबद्ध अनुमोदन में परिवर्तित प्रबन्धालय प्रदान किया जाता है। "संस्था" प्रवर्त्त में यह अनुमोदन 31-3-1987 तक वैध है प्रबन्धालय की प्रविधि के बोर्ड, इस संस्था पर निम्नलिखित बत्ते सागू होते हैं:

यह कि राष्ट्रीय प्रबन्धयुक्त विधिक प्रबन्धालय परिवद, नई विली प्रवर्ते वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृष्ठक लेका रखेगा।

(ii) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान बोर्डी फिल्ड-कलार्यों की वापिक विवरणी, विहित प्राविकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रकार में वित्तुत करेगा को इस प्रदोषम के लिए विधिमित किया जाए और उसे दूषित किया जाए।

(iii) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय विवरि हुए अपने संपरीक्षित वापिक लेखों की तथा अपनी परिसंपत्तियाँ देवारियों द्वारा हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राविकारी को प्रस्तुत करेगा तथा इन वस्तावों में से प्रत्येक की एक-एक प्रति संबंधित आयकर प्रावृत्त को देखेगा।

(iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त बंधालय (राजस्व विभाग) नई विली को अनुमोदन की समाप्ति से तीन माह पूर्व और प्रविधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देर होने पर आवेदन पक्ष रद्द कर दिया जाएगा।

[सं. 6616/का. सं. 203/47/86-वा. 10क-0प-II]

S.O. 2022.—It is hereby notified for general information that the approval granted under section 10(2) (xviii) of the Indian Income-tax Act, 1922 to the National Council of Applied Economic Research, New Delhi vide Ministry of Finance Notification No. 2742 dated 19-11-1956 is hereby

superseded and converted into time-bound approval under section 35(1) (iii) of the Income-tax Act, 1961. This approval in the category of "Institution" is valid upto 31-3-1987. During the period of approval, the Institution will be subject the following conditions:—

- (i) That the National Council of Applied Economic Research, New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

[No. 6616/F. No. 203/47/86-ITA.II]

नई विली, 17 मार्च, 1986

का. प्र. 2023.—इस कार्बसिय की विनांक 31-3-1984 की अविभूतना सं. 6736 (का. सं. 203/245/82-पा. का. नि. II) के विलीमें, सर्वेशासारण की बातकारी के लिए एतत्पारा प्रविधिमित किया जाता है कि विहित प्राविकारी, विधिमित संस्था की आयकर नियम, 1962 के नियम 8 के साथ विहित आयकर प्रविधिमित, 1961 की धारा 35 की उचाई (1) के बोर्ड (iii) (पैरील/एक/दीन) के प्रयोजनों के लिए "संस्था" प्रवर्त्त के विधीन निम्नलिखित बत्तों पर प्रस्तुतित किया है, वर्णात्:—

- (i) यह कि नेतृत्व सेवर सो एसोसिएशन, नई विली प्रवर्ते वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृष्ठक देखा रखेगा।
- (ii) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी कियाकलार्यों की वापिक विवरणी, विहित प्राविकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल, तक ऐसे वित्त में प्रस्तुत करेगा तथा इन वस्तावों में से प्रत्येक की एक-एक प्रति संबंधित आयकर प्रावृत्त को देखेगा।
- (iii) यह कि उक्त "संस्थान" अपनी कुल आय तथा व्यय विवरि हुए अपने संपरीक्षित वापिक लेखों की तथा अपनी परिसंपत्तियाँ, देवारियों द्वारा हुए तुलन-पत्र की एक-एक प्रति, वर्ष 30 जून तक विहित प्राविकारी को प्रस्तुत करेगा तथा इन वस्तावों में से प्रत्येक की एक-एक प्रति संबंधित आयकर प्रावृत्त को देखेगा।
- (iv) यह कि उक्त "संस्थान" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त बंधालय (राजस्व विभाग) नई विली को अनुमोदन की समाप्ति से तीन माह पूर्व और प्रविधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देर होने पर आवेदन रद्द कर दिया जाएगा।

संस्था

"नेतृत्व सेवर सो एसोसिएशन, वी—36, एम. बी. एस. ई. वा. 11, नई विली—110049."

यह प्रविधिमित 1-4-1985 से 31-3-1988 तक की प्रविधि के लिए वैधाती है।

[सं. 6620 का. सं. 203/63/85—वा. क. वि.-II]

New Delhi, the 17th March, 1986

S.O. 2023.—In continuation of this Office Notification No. 5736 (F. No. 203/245/82-ITA.II) dated 31-3-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five|One|Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the National Labour Law Association, New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"National Labour Law Association, B-36, N.D.S.E. Part-II, New Delhi-110049."

This Notification is effective for a period from 1-4-1985 to 31-3-1988.

[No. 6620|F. No. 203/93/85-ITA.II]

भई विल्सी, 19 मार्च, 1986

का. प्रा. 2024 :—सर्वसाधारण की जानकारी के लिए एलड्यूएरा प्रधिकृति किया जाता है कि आयकर प्रधिनियम, 1961 की बारा 35 (i) (iii) के अंतर्गत या, विक्रम ए सारामार्ई एमा मेमोरियल इस्ट, एहुमदाबाद को वित्त वंशालय (राजस्व और बीमा विभाग) की दिनांक 14-8-1973 की अधिसूचना सं. 433 (का. सं. 203/3/73 धा. क. नि.-II) द्वारा विवे गये अनुमोदन को 10-4-1988 तक सीमित किया जाता है।

[सं. 6623(का. सं. 203/219/85-धा. क. नि.-II)]

New Delhi, the 19th March, 1986

S.O. 2024.—It is hereby notified for general information that the approval under section 35(1)(iii) of the Income-tax Act, 1961 to Dr. Vikram A Sarabhai Ama Memorial Trust, Ahmedabad vide Ministry of Finance (Department of Revenue and Insurance) Notification No. 433 (F. No. 203/3/73-ITA.II) dated 14-8-1973 is hereby restricted upto 10-4-1988.

[No. 6623|F. No. 203/219/85-ITA.II]

भई विल्सी, 20 मार्च, 1986

का. प्रा. 2025 :—सर्वसाधारण की जानकारी के लिए एलड्यूएरा प्रधिकृति किया जाता है कि विहित प्राधिकारी, अवर्त्त विभाग और श्रीचो-निकी विभाग, भई विल्सी ने निम्नलिखित संस्था को आयकर नियम 1982 के नियम 6 के साथ पठित आयकर प्रधिनियम 1961 की बारा 35 की संपत्तया (1) के छठे (iii) वित्तीस/एक/तीन के प्रयोजनों के लिए "संस्था" प्रबंग के अधीन निम्नलिखित गतों पर अनुमोदित किया है, ग्राह्यतः—

- (i) यह कि स्पास्टिक्स सोसाइटी धाए ईस्टने इंडिया, कलकत्ता अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा आयकर राशियों का वृक्ष लेका रखेगा।

(ii) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी नियम-कालांगों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्राप्त हैं प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृति किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संस्थान" अपनी कुल आय तथा घट्य दरमें हुए अपने संपर्कित वार्षिक लेखों की जाय अपनी परिसंपत्तियाँ, देनदारियाँ दरमें हुए तुलन-घर की एक-एक प्रति प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा इन वस्तुओं में से प्रत्येक की एक-एक प्रति संबंधित आयकर आपूर्त की जाएगा।

(iv) यह कि उक्त "संस्थान" केवलीय प्रत्यक्ष कर बोड, वित्त मंत्रालय (राजस्व विभाग) नई विल्सी को अनुमोदन की समाप्ति से दीन माह पूर्व और प्रत्यक्ष बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्राप्त वक्त रद्द कर दिया जाएगा।

संस्था

"स्पास्टिक्स सोसाइटी धाए ईस्टन इंडिया, 15, बेल्वेडरे कोर्ट 11 तथा 13, अलीपुर रोड, कलकत्ता—700027"

यह अधिसूचना 18-12-1985 से 31-3-1987 तक की अवधि के लिए प्रभावी है।

[सं. 6624/का. सं. 203/247/85-धा. क. नि.-II]

New Delhi, the 20th March, 1986

S.O. 2025.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five|One|Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Spastics Society of Eastern India, Calcutta will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Spastics Society of Eastern India, 15, Belvedere Court, 11 & 13, Alipore Road, Calcutta-700027."

This Notification is effective for a period from 28-12-1985 to 31-3-1987.

[No. 6624|F. No. 203/247/85-ITA.II]

का.आ. 2026.—इस कार्यालय की दिनांक 14-9-1984 की अधिसूचना सं. 5980 (का.सं. 203/218/82-आ.क. नि. II) के सिलसिले में, सर्वेसामारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के द्वारा 6 नं साप्त नंतर आयकर अधिनियम 1961 की धारा 35 की उधारा (i) के खंड (iii) (पैटेंस/एक/तीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि इस्टटीट्यूट भाक मैनेजमेंट, इस गवर्नरमेंट विवेचन सम्पन्ने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृष्ठक लेखा रखेगा।
- (ii) यह कि उक्त "संस्थान" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में वर्ष 30 अप्रैल तक ऐसे प्रत्यक्ष में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकारित किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त "संस्थान" अपने कुल आय सभा व्यवहारित हुए अपने संपर्कित वार्षिक लेखों का तथा अपनी परिसंपत्तियाँ, बेनदारियाँ वर्षाते हुए तुलनात्मक का एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आवृत्त की जेजेगा।
- (iv) यह कि उक्त "संस्थान" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरा होने पर आर्यना पत्र रह कर दिया जाएगा।

संस्था

"इस्टटीट्यूट भाक मैनेजमेंट, बट्टन हिल, लिवेन्टम-695037"

यह अधिसूचना 1-4-1986 से 31-3-1988 तक को अवाय किया जाएगा है।

[का. 6625/का.सं. 203/69/85-आ.क.नि.-II]

S.O. 2026.—In continuation of this Office Notification No. 5980 (F. No. 203/218/82-IIA.II) dated 14-9-1984, it is hereby notified for general information that the institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five)One(Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That the Institute Management in Government Trivandrum will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Institute of Management In Government, Barton Hill, Trivandrum-695037."

This Notification is effective for a period from 1-4-1985 to 31-3-1988.

[No. 6625/F. No. 203/69/85-IIA.II]

नई दिल्ली, 24 मार्च, 1986

का.आ. 2027.—सर्वेसंघारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् विज्ञान और प्रौद्योगिकी विभाग नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साप्त नंतर आयकर अधिनियम 1961 की धारा 35 की उधारा (i) के खंड (iii) (पैटेंस/एक/तीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

- (i) यह कि लोकमान्य मेडिकल रिसर्च सेंटर, पुणे अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृष्ठक लेखा रखेगा।
- (ii) यह कि उक्त "संस्था" अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में वर्ष 30 अप्रैल तक ऐसे प्रत्यक्ष में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकारित किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त "संस्था" अपनी कुल आय तथा व्यवहारित हुए अपने संपर्कित वार्षिक लेखों की तथा अपनी परिसंपत्तियाँ, बेनदारियाँ वर्षाते हुए तुलनात्मक का एक-एक प्रति प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आवृत्त की जेजेगा।
- (iv) यह कि उक्त "संस्था" केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरा होने पर आर्यना पत्र रह कर दिया जाएगा।

संस्था

"लोकमान्य मेडिकल रिसर्च सेंटर, 759/51, दफ्फन जिमखाला, पुणे-411 004."

यह अधिसूचना 9-10-1985 से 31-3-1987 तक को अवाय किया जाएगा है।

[का. 6631/का.सं. 203/177/85-आ.क.नि.-II]

New Delhi, the 24th March, 1986

S.O. 2027.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five)One(Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Lokmanya Medical Research Centre, Pune will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

(iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Application received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Lokmanya Medical Research Centre, 759/51, Deccan Gymkhana, Punc-411004."

This Notification is effective for a period from 9-10-1985 to 31-3-1987.

[No. 6631/F. No. 203/177/85-ITA.II]

नई दिल्ली, 31 मार्च, 1986

का.आ. 2028.—इस कार्यालय की विनाक 2-11-1983 की अधिकारी सं. 5440 (का.सं. 203/244/82-पा.क.वि.-ii) के निम्नलिखित में, सर्वसाधारण की जानकारी के लिए एतद्वारा प्रतिसूचित किया जाता है कि प्रायकर अधिनियम, 1961 की धारा 35-गणक के प्रयोजन के लिए प्रायकर नियम, 1962 के तिथि 6-कम ग के अन्तर्गत विहित प्राधिकारी, सचिव, पर्यावरण विभाग, भारत सरकार, नई दिल्ली ने निम्नलिखित इनकारणों में से इनके कार्यक्रम का मनुमोदन कर दिया है:

संस्था का नाम

बंजर भूमि के विकास के संबंधित के लिए सोसायटी, नई दिल्ली

कार्यक्रम

1. बारीं भूमि का प्रायिक विकास "गुजरात का सौडाएंट शेष,
2. छिल्ली और भूमि के जल की प्रायिक विकास परियोजना (दक्षिण भारत)
3. छोटी नागपुर और सन्धाल परगाड़ा—प्रायिक विकास
4. भरावली के ऊसर भूमि की प्रायिक विकास परियोजना
5. विध्यन पहाड़ी ज्वाला क्षेत्र—प्रायिक विकास
6. भरावली की प्रायिक विकास परियोजना
7. ग्रीवालक प्रायिक विकास

विहित प्राधिकारी द्वारा प्रदत्त दोनों मनुमोदन, अथवा (i) संस्था को उपधारा (2) के अन्तर्गत, और (ii) कार्यक्रम को उप धारा 35-गणक की उपधारा (1) के अन्तर्गत, निम्नलिखित तारीख पर 1-1-1986 से प्रारम्भ होने वाली प्रवधि से सील बर्बंद तक के लिए वैध है:

- (1) यह कि बंजर भूमि विकास संबंधित सोसायटी संरक्षण किया-करायामों के लिए स्वयं द्वारा प्राप्त किए जाने का ऐवा भजन से रखेगी।
- (2) यह कि सोसायटी प्रस्तुत वित्तीय वर्ष के संवेद्ध में अपने संरक्षण कार्यक्रमों को प्रगति रिपोर्ट, विहित प्राधिकारी को 30 जून, तक प्रस्तुत करेगी।
- (3) यह सोसायटी विहित प्राधिकारी को प्रत्येक वर्ष के 30 जून को अपनी आय तथा वेतशिरों इत्यादि द्वारा द्वारा अपने संसरणित वायिक सेवाओं की एक प्रति प्रद्युम फरेंसी और इन दस्तावेजों में से प्रत्येक को एक एक प्रति संविधित आयकर आयुक्त को भी भेजो जाएगी।

(4) यह अनुमान विहित प्राधिकारी को सतत संतुष्टि पाने पर है आवश्यक समझे जाने की स्थिति में से इने मूलसंगी प्रभाव से बाहीत जिगजा रहता है।

सं. 6638/फा.सं. 203/43/86-पा.क.वि. II]

गिरीश देव, अमर नवीन

New Delhi, the 31st March, 1986

S.O. 2028.—In continuation of this Office notification No. 5440 (i.e. No. 203/244/82-ITA.II) dt. 2-11-1983, it is hereby notified for general information that the institution/association mentioned below and its programme given hereunder has been approved by the Secretary, Department of Environment, Government of India, New Delhi, being the Prescribed Authority under rule 6AAC of the Income-tax Rules, 1962 for the purpose of section 35CCB of the Income-tax Act, 1961 :

Name of the Institution

Society for promotion of Wastelands Development New Delhi.

PROGRAMME

- (1) Eco Development of Saline lands—Saurashtra Region of Gujarat.
- (2) Eco-Development Project of Shallow Red Soil Region (South India)
- (3) Chotanagpur and Santhal Parganas—Eco-Development
- (4) Usar Lands Eco-Development Project of Aravallis
- (5) Vindhyan Hilly Resource Region—Eco-Development
- (6) Eco-Development Project of Aravallis
- (7) Shiwalik Eco-System

Both the approvals accorded by the Prescribed Authority namely (i) to the institution under sub-section (2) and (ii) to the programme under sub-section (1) of Section 35CCB are valid for a period of three years commencing from 1-1-1986 subject to the following conditions :

- (i) The Society for Promotion of Wastelands Development shall maintain a separate account of donations received by it for conservation activities.
- (ii) The Society shall furnish progress reports of the conservation programmes to the Prescribed Authority for every financial year by the 30th June each year.
- (iii) The Society shall submit to the Prescribed Authority by the 30th June each year a copy of the audited annual accounts showing total income and liabilities and a copy of each of these documents sent to the concerned Commissioner of Income-tax.
- (iv) The approval is subject to the continued satisfaction of the Prescribed Authority and may be withdrawn with retrospective effect, if considered necessary.

[No. 6638/F. No. 203/43/86-ITA.II]
GIRISH DAVE, Undr Secy.

नई दिल्ली, 8 अप्रैल, 1986

का.आ. 2029—प्रायकर अधिनियम 1961 (1961 का 43) की धारा 2 के खंड (44) के उपबंध (iii) के अनुमरण में तथा भारत सरकार के राजस्व विभाग की दिनांक 29-5-1984 की अधिसूचना सं. 5843 (का.वि. 398/16/84-पा.क. (द.)] का अधिनियम कराये हुए, केन्द्रीय सरकार एतद्वारा श्री आर. के. कार को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उस अधिनियम के प्रस्तुत करने वाली अधिकारी की सतीश्वरों का प्रत्येक करने वेत, प्रविहित करती है।

2. यह प्रतिसूचना भी भारत के कार के कर वसुली प्रधिकारी के रूप में कार्यभार प्रहृण करने की तारीख से सामूह होगी।

[सं. 6645/फा.सं. 398/3/86-सा.क.(८)]

बी.ई. एलेक्सेंडर, प्रबन्ध सचिव

New Delhi, the 8th April, 1986

S.O. 2029.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 5843 [F. No. 3981/16/84-IT(B)] dated the 29-5-1984, the Central Government hereby authorises Shri R. K. Kar, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri R. K. Kar takes over charge as Tax Recovery Officer.

[No. 6645/F. No. 398/3/86-IT(B)]

B. E. ALEXANDER, Under Secy.

प्राप्तेः

मई विलम्बी, 15 मई, 1986

का.पा. 2030 भारत सरकार के प्रपर सचिव ने, जिसे विवेशी मुद्रा संरक्षण और तस्करी विवारण प्रधिनियम, 1974 (1974 का 52) की घारा 3 की उपधारा (1) के अधीन विवेश रूप से संकरत किया गया है, उक्त उपधारा के प्रतीन आवेदन का.सं. 673/166/85-सीमानुक्त-VIII तारीख 13-12-1985 यह निवेश देते हुए आरी किया था कि भी मुद्राव चक्र गदिया ५-21 सी लैंड कफे पराडो, कोलावा, बम्बई को केन्द्रीय कारावास बम्बई में निरुद्ध कर लिया जाए और धनिया में रखा जाए ताकि उसे कोई कार्य करने से विवारित किया जा सके जो विवेशी मुद्रा संबंधित के लिए हानिकारक हो।

2. केन्द्रीय सरकार के पास यह विवास करने का कारण है कि पूर्णोत्त व्यक्ति करार हो गया है या ग्रपने की छिपा रहा है जिससे उक्त प्राप्तेः का निष्पादन नहीं हो सके, और

3. घट: घट केन्द्रीय सरकार, उक्त प्रधिनियम की घारा 7 की भी उपधारा (1) के खण्ड (ब) घारा प्रदत लक्षितयों का प्रयोग करते हुए, यह निवेश देती है कि पूर्णोत्त व्यक्ति इस प्राप्तेः के राजपत्र में प्रकाशन के 7 दिन के भातर पुस्ति प्राप्त, बम्बई के समक्ष हाजिर हो।

[का.सं. 673/166/85-सीमानुक्त-VIII]

ORDERS

New Delhi, the 15th May, 1986

S.O. 2030.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservatoin of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/166/85-Cus. VIII dated 13-12-1985 under the said sub-section directing that Shri Subash Chandra Gadia, A-121 Sea Land Cuffe Parade, Colaba, Bombay be detained and kept in custody in the Central Prison, Bombay with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Bombay within 7 days of the publication of this order in the official Gazette.

[F. No. 673/166/85-Cus. VIII]

का.पा. 2031 भारत सरकार के प्रपर सचिव ने, जिसे विवेशी मुद्रा संरक्षण और तस्करी विवारण प्रधिनियम, 1974 (1974 का 52) की घारा 3 की उपधारा (1) के अधीन विवेश रूप से संकरत किया गया है उक्त उपधारा के अधीन आवेदन का.सं. 675/5/86-सीमा नुक्त-VIII तारीख 29-3-86 यह निवेश देते हुए आरी किया था कि भी इकाय द्वितीय मुद्रा, कबूलीय अरीवाला, उक्त आकर्माई अरीवाला, 374 इब्राहिम प्रामुखता रोड, बम्बई-400003 को केन्द्रीय कारावार बम्बई में निरुद्ध कर लिया जाए और धनिया में रखा जाए ताकि उसे ऐसा कार्य भी कार्य करने से विवारित किया जा सके जो विवेशी मुद्रा संबंधित के लिए हानिकारक हो।

2. केन्द्रीय सरकार के पास यह विवास करने का कारण है कि पूर्णोत्त व्यक्ति पारार हो गया या ग्रपने की छिपा रहा है जिससे उक्त आवेदन का निष्पादन नहीं हो सके, और

3. घट: घट केन्द्रीय सरकार, उक्त प्रधिनियम की घारा 2 की उपधारा (1) के खण्ड (ब) घारा प्रदत लक्षितयों का प्रयोग करते हुए, यह निवेश देता है कि पूर्णोत्त व्यक्ति इस आवेदन के राजपत्र में प्रकाशन के 7 दिन के भीतर पुस्ति प्राप्त, बम्बई के समक्ष हाजिर हो।

[का.सं. 673/5/86-सीमा नुक्त-VIII]

भारत के विवारी, उक्त सचिव

S.O. 2031.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/5/86-Cus. VIII dated 29-1-86 under the said sub-section directing that Shri Iqbal Hussain Mulla Fakruddin Zariwala, partner of M/s. Fakhruddin Mulla Zaferbhui Zariwala, 374 Ibrahim Rehmetulla Road, Bombay-400003 be detained and kept in custody in the Central Prison, Bombay with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Bombay within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/5/86-Cus. VIII]

R. K. TIWARI, Dy. Secy.

(पारिक कार्यविभाग)

(बैंकिंग प्रभाग)

मई विलम्बी, 28 मार्च, 1986

का.पा. —बैंककारी विवियम प्रधिनियम, 1949 (1949 का 10) की घारा 53 घारा प्रदत लक्षितयों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय बिल्डिंग बैंक की विवारिति पर एटक्सारा यह घोषणा करती है कि उक्त प्रधिनियम की घारा 19 की उपधारा (2) के उपवाप्त 10 अप्रैल, 1989 तक की प्रवधि के लिए यूएसएट बैंक याक ईडिया, कसकता पर उक्त टीमा तक लागू नहीं होंगी जहाँ तक इनका संवंच यूएसएट ईंस्ट्रियल बैंक लिमिटेड, कसकता में इसके शेयरों की घारिता से है।

[सं. 15/6/84-बी.ओ.-III]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 28th April, 1986

S.O. 2032.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of

the Reserve Bank of India, hereby declares that the provisions of sub-section 2 of section 19 of the said Act shall not apply to the United Bank of India, Calcutta, for a period upto the 10th April, 1989 in respect of its holding of the shares in the United Industrial Bank Ltd., Calcutta.

[No. 15/6/84-B.O. III]

नई विल्सों, 2 मई, 1986

का. नं. 2033.—यतः बैंककारी विनियमन अधिनियम, 1949 की धारा 45 द्वारा प्रदत्त संक्लियों का प्रयोग करते हुए तथा उसके अनुसार केन्द्रीय सरकार ने नेशनल बैंक भाक लाहौर लि., विल्सों के भारतीय स्टेट बैंक के साथ विलय के मिए 20 फरवरी, 1970 को एक योजना मंजूर की थी।

यतः उक्त योजना के खंड 6 के उपखंड (ix) के अधीन भारतीय स्टेट बैंक द्वारा नेशनल बैंक भाक लाहौर लि., विल्सों की परिसम्पत्तियों का अन्तिम रूप से मूल्यांकन नियत तारीख से बाहर बाहर की समाप्ति के पश्चात् प्रयोगित वा जो कि नियत तारीख को अन्तिम रूप से मूल्यांकित कर लिया गया है।

यतः भारतीय स्टेट बैंक ने यह आवेदन किया है कि वही संख्या में परिसम्पत्तिया अन्तर्भूत होने और बैंक के प्रयोगों के बावजूद प्रधिकारी विलय योजना के खंड 6 के उपखंड (ix) में विविहित समय के भीतर परिसम्पत्तियों का अंतिम रूप से मूल्यांकन करते में असमर्थ रहा है।

और यतः केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करते के बात इस बात से संतुष्ट है कि विलय योजना को सामूहिक रूप से कठिनाई पैदा हो गई है और उसना समय बढ़ा कर जितने में परिसम्पत्तियों का अन्तिम रूप से मूल्यांकन प्रयोगित है, उक्त कठिनाई को दूर करना चाहती है।

का. नं. 2033.—यतः नेशनल बैंक भाक लाहौर लि., विल्सों के भारतीय स्टेट बैंक के साथ विलय की 20 फरवरी, 1970 की विलय योजना के खंड 21 द्वारा प्रदत्त संक्लियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा नियम देती है कि भारतीय स्टेट बैंक, भारतीय रिजर्व बैंक के परामर्श से तथा उसके अनुबोधन से नेशनल बैंक भाक लाहौर लि., विल्सों की उन परिसम्पत्तियों का, जिनकी अनुसी और मूल्यांकन नहीं हुआ है, नियत तारीख से सब्दृ बाहर की प्रविधि के भीतर मूल्यांकन करेगा।

[सं. 17/6/82-बो. नं.-III]

New Delhi, 2nd May, 1986

S.O. 2033.—Whereas on 20th February, 1970 a scheme of amalgamation of the National Bank of Lahore Ltd., Delhi with the State Bank of India was sanctioned by the Central Government in exercise of the powers conferred by and in accordance with section 45 of the Banking Regulation Act, 1949

Whereas under sub-clause (ix) of clause 6 of the said scheme, the State Bank of India, was required to make a final valuation of the assets of the National Bank of Lahore Ltd., Delhi, which have been provisionally valued on the prescribed date, on the expiry of twelve years from the prescribed date.

Whereas the State Bank of India has represented that in view of the large number of assets involved and the recovery of most of the items yet to be realised inspite of its

efforts, it has not been able to make the final valuation within the time specified in sub-clause (ix) of clause 6 of the scheme of amalgamation.

And whereas the Central Government in consultation with the Reserve Bank of India is satisfied that a difficulty has arisen in giving effect to the scheme of amalgamation which it is necessary to remove by extending the time within which the final valuation of assets is required to be made.

Now, therefore, in exercise of the powers conferred by clause 21 of the scheme of amalgamation dated 20th February, 1970 of the National Bank of Lahore Ltd., Delhi with the State Bank of India the Central Government hereby directs that the State Bank of India shall in consultation with and with the approval of the Reserve Bank of India value the assets of the National Bank of Lahore Ltd., Delhi which have not been realised and valued, within the period of seventeen years from the prescribed date.

[No. 17/6/82-B.O. III]

नई विल्सों, 6 मई, 1986

का. नं. 2034.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त संक्लियों का प्रयोग करते हुए नेशनल बैंक को प्रिवेट वर्किंग पर एवं द्वारा घोरणा कराया है कि उक्त अधिनियम की धारा 10-ब का उपखंड (1) प्रोटोट्रांड (2) पूर्वांचल बैंक लि., गुवाहाटी पर दिनांक 14 अप्रैल, 1986 से 13 जुलाई, 1986 तक तीन महीने की अवधि के तिथि या नए प्रधान एवं मुख्य कार्यपालक द्वारा अपना पदभार मम्मांग जाओ रह, इर्दे में जो तो पहले हो, सामूहिक नहीं होंगे।

[सं. 15/3/86-बो. नं.-III]

ना. बालासुब्राह्मण, निदिग्द

New Delhi, the 6th May, 1986

S.O. 2034.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of section 10-B of the said Act, shall not apply to the Purbanchal Bank Ltd., Guwahati, for a period of three months from 14th April, 1986 to 13th July, 1986 or till the new Chairman and Chief Executive Officer takes charge, whichever is earlier.

[No. 15/3/86-B.O.III]

N. BALASUBRAMANIAN, Director

विधिग्रन्थ मंत्रालय

नई विल्सों, 24 मई, 1986

का. नं. 2035.—केन्द्रीय सरकार, जूतों तथा जूतों के संचालकों का नियमांकन (ब्रालिटी नियंत्रण और नियोजन) नियम, 1985 के नियम 8 के अनुबरण में और भारत सरकार के वागियन मंत्रालय की अधिकृतवान सं. का. नं. 675 तारीख 14 फरवरी, 1976 को अधिकृत करते हुए, निम्न सारणी के सम्म (2) में वर्णित विविहितों को, उक्त सारणी के स्तम्भ (1) में उल्लिखित नियमांकन अधिकारों के विनियम के विरुद्ध, उक्त नियमों के अधीन विविहितों की सुनवाई के प्रयोगन के लिए विशेषज्ञों के पैनल के रूप में नियुक्त करती है;

परस्पर जहाँ उक्त पैनलों में से किसी का कोई सशक्ति नियम की विधि वस्तु में वैयक्तिक रूप से हितवद्ध है तो वह उक्त सारणी से विभिन्न आवंटनाओं में भाग नहीं लेगा।

सारणी

प्राधिकारी, वित्तके विभिन्न कार्यक्रम के लिए विशेषज्ञों का नैतिक, वित्तीय अधिकरण
भवीत की जा सकती है। गठित होने वाले
व्यक्ति।

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(1) नियांत्रित निरीक्षण अधिकरण (1) प्रधानाचार्य, चर्चे प्रौद्योगिकी,
कलकत्ता, कलकत्ता
(2) वैज्ञानिक भारतीय,
केन्द्रीय चर्चे प्रनुसंधान संस्थान,
7/1 डी. बी. पी. रोड,
कलकत्ता-700014—सदस्य,
(3) उप निदेशक (चर्चे),
लघु उच्चीय सेवा मंत्रालय,
111 तथा 112 बी टी रोड,
कलकत्ता-700035—सदस्य
(4) श्री बी. आर. गुप्ता,
प्रबंधक, व्यालिटी नियन्त्रण,
बाटा इंडिया नियन्त्रण,
बाटा नगर-743313
जिला 24-परगना
परिवहनी बंगला—सदस्य
(5) प्रधान,
भारतीय चर्चे प्रौद्योगिकीविद,
एसोसिएशन,
33 ए, चौरोड़ी रोड, 9 चौं मंत्रिन,
कलकत्ता-700071—सदस्य
(6) श्री सी. के. बाबू,
प्रबंध निदेशक,
न्यू होराइजन फ्रॉ. वि.,
लिटल रसल स्ट्रीट,
कलकत्ता-700071—सदस्य
(7) श्री कुणाल मिश्रा,
भारीदार,
राजकिशन, राजानिगंग विहार
एड क.,
15, गोण चंद्र एन्ड
कलकत्ता-700013—सदस्य
(8) संयुक्त निदेशक,
नियांत्रित निरीक्षण परिषद्,
“प्रगति टावर”
26, रामेत्र एन्ड,
नई दिल्ली-110008 सदस्य
(9) संयुक्त निदेशक,
नियांत्रित निरीक्षण अधिकरण,
14/1-बी, एवरा स्ट्रीट,
कलकत्ता-700001—
गैर सदस्य संयोजक

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(2) नियांत्रित निरीक्षण अधिकरण
मुम्बई—मुम्बई

(1) उा. महाराष्ट्राक,
भारतीय मानव संस्थान,
नीवली चम्बरी, ग्रान्ट रोड,
मुम्बई-400007—सदस्य

(2) निपण प्रबंधक,
चर्चे घासार नियम,
चर्चे प्रभाग,
मेकर चैम्बरी नरीमन व्हाइट,
मुम्बई-400021—सदस्य

(3) श्री ही. एन. तिला,
सहायक कारबाना प्रबंधक,
कारोना माहै क.,
मुम्बई-400060—सदस्य

(4) श्री एच. आर. मतिक,
मनिलक ट्रेइंग,
63, जौली मेकर,
चैम्बर 2, नरीमन व्हाइट,
मुम्बई-400021 —सदस्य

(5) निदेशक,
बोन्डे फूटवियर फ्रॉ. वि.,
देवनागर,
मुम्बई-400088—सदस्य

(6) श्री शील मेहरा,
फुट केयर
3617, सोमवारप क.,
मिराज—सदस्य

(7) प्रादेशिक अधिकारी,
चर्चे नियांत्रित परिषद्
202, तिरंजन,
दूसरी मंजिल, 99, सुधाप रोड,
मुम्बई-400002—सदस्य

(8) उप निदेशक (चर्चे)
उच्चीय निदेशालय,
महाराष्ट्र सरकार,
पई प्रशासनिक वित्तिगण,
मैठम कामा रोड,
मुम्बई-400032—सदस्य

(9) संयुक्त निदेशक,
नियांत्रित निरीक्षण अधिकरण,
भ्रमन चैम्बरी, 113, महर्षिकार्ण—
भारी,
मुम्बई-400004.—गैर सदस्य
संयोजक

(3) नियांत्रित निरीक्षण अधिकरण
मद्रास - मद्रास

(1) श्री ए. मुकुमरामामन,
कार्यपालक निदेशक,
चर्चे नियांत्रित परिषद्
119, वैपरी हाई रोड,
मद्रास-600003—प्रश्न

(2) श्री अमीनुर ख़सान,
फलोरिट शूर वि.,
19, वैपरी हाई रोड,
मद्रास-600003—सदस्य

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(3) श्री रफीक अहमद, फरोदा गृज, 936, ई बी शार देरीबार, हाई रोड, मद्रास-600108—सदस्य	(3) श्री पी डी गुप्ता, लिंबटी फुटविंगर कॉ., लिंबटी हाऊस, रेलवे रोड करनाल—सदस्य
(4) श्री सोनदेव, सी अड्डुल रहमान एड कॉ., 10 और 11, बी बी कोली स्टॉट, मद्रास-600008—सदस्य	(4) श्री मद्दार चिह्न, एरो ट्रेइंस प्रा. लि., गुरुद्वारा रोड, करोल बाग, नई दिल्ली-110005—सदस्य
(5) श्री योहम्मद आजम, न्यू ग्रेट ग्रू. कॉ. 5, नवान होस्टिल रोड, मद्रास-600003—सदस्य	(5) श्री पी दोषी, गोलड फूट प्रा. लि., डा. फा. बाक्स 2801, सी 103, नरायण विहार, नई दिल्ली-110060—सदस्य
(6) श्री एस ए मुन्नुखासी, एस के सैनजन चैटिंगर एड संस, 17, कमांडर-इन-चीफ रोड, मद्रास-600008—सदस्य	(6) श्री एस. एस. बाजार, ब्रिमको एक्सप्रेसटर्स, पी-35, सातय एक्स्प्रेस पार्क-II नई दिल्ली-110049—सदस्य
(7) श्री डेविड एडमण्ड, पालम धार्मिण कैन्ट, पेठापलियम रोड, बैंगलोर—638605—सदस्य	(7) संयुक्त निवेशक, नियर्यात निरीक्षण परिषद् “प्रगति टावर” 26, राजेन्द्र लेस, नई दिल्ली-110008—सदस्य
(8) बैंकानिक, फुटविंगर रिसर्च प्राइवेट, सैन्ट्रल चर्च अनुसंधान संस्थान, मद्रास—600020 —सदस्य	(8) संयुक्त निवेशक, नियर्यात निरीक्षण परिषद् एम. एम. विल्डिंग, बौद्धी मंजिल, करोल बाग, नई दिल्ली-110005—गैर सदस्य संयोजक
(9) संयुक्त निवेशक, बिकास और प्रशिक्षण कैन्ट सैक्षण बी 24, शिंगो श्री शोगिक स्टेट, मद्रास—600097. —सदस्य	
(10) उप निवेशक भारतवाहन, सेन्ट्रल फुटविंगर ट्रेइंग सेंटर मद्रास-600032—सदस्य	
(11) संयुक्त निवेशक, नियर्यात निरीक्षण परिषद् 213, राजानगर दूर्दे १५, मद्रास—गैर सदस्य संयोजक	
(1) निवेशक, (चर्चे फुटविंगर), बिकास शोगिक का कार्यालय, लव. उद्योग (इंडिया गार्ड), निमणि घबन, (ए विंग) 7 बी मंजिल, मैताना शाह ज़फर मार्ग, नई दिल्ली-110001—प्रधान	S. O. 2035:—In pursuance of rule 8 of the Export of Footwear and Footwear Components (Quality Control and Inspection) Rules, 1985 and in supersession of the notification of the Government of India in the Ministry of Commerce No. S. O. 675 dated the 14th February 1976, the Central Government hereby appoints the persons mentioned in column (2) of the Table below as the Panel of Experts for the purpose of hearing appeals under the said rules, against the decision of the Export Inspection Agencies mentioned in column (1) of the said Table:
(2) उप महानिवेशक, शास्त्रीय मानक संस्थान, मानक मंडल, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002—सदस्य	Provided that where a member of any of the said panels is personally interested in the subject matter of any appeal, he shall not take part in the proceedings relating to that appeal.

पाद दिप्पणः

मध्यिकारक का पा. भारत सरकार के राजपत्र, भाग II छंड 3,
खण्ड (ii) तारीख 14 फरवरी, 1976 को प्राप्तित किया गया था।

का. स. 6 (3)/84 ई आई एड ई पी]
एस. एस. हरिहरन, निवेशक

MINISTRY OF COMMERCE

New Delhi, the 24th May, 1986

S. O. 2035:—In pursuance of rule 8 of the Export of Footwear and Footwear Components (Quality Control and Inspection) Rules, 1985 and in supersession of the notification of the Government of India in the Ministry of Commerce No. S. O. 675 dated the 14th February 1976, the Central Government hereby appoints the persons mentioned in column (2) of the Table below as the Panel of Experts for the purpose of hearing appeals under the said rules, against the decision of the Export Inspection Agencies mentioned in column (1) of the said Table:

*—(4) नियर्यात निवेशक परिषद्
दिल्ली—दिल्ली

TABLE

Authority against whom decision appeal lies Persons constituted the panel of experts to which appeal lies

(1)	(2)
(1) Export Inspection Agency-Cuttack at Cuttack.	(1) The Principal, College of Leather, Technology, Cuttack, Canal South Road, Cuttack-700015 —Chairman
	(2) The Scientist-Incharge, Central Leather Research Institute, 7/1D, D.P. Row, Cuttack-700014. —Member
	(3) The Deputy Director (Leather), Small Industries, Service Institute, 111 & 112, B. T. Road, Cuttack-700035. —Member
	(4) Shri B. R. Gupta, Manager, Quality Control, Bata India Ltd., Batanagar-743313, Distt., 24-Parganas, West Bengal —Member
	(5) The President, Indian Leather Technologists Association, 33A, Chawringhee Road, 9th Floor, Cuttack-700071. —Member
	(6) Shri C. K. Basu, Managing Director, New Horizons P. Ltd., 4, Little Russel Street, Cuttack-700071. —Member
	(7) Shri Kunal Mitra, Partner, Rajkissen Radhakisan Mitter & Co., 15, Ganesh Ch. Avenue, Cuttack-700013. —Member
	(8) The Joint Director, Export Inspection Council, Pragati Tower, 26, Rajendra Place, New Delhi-110008. —Member

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(9) The Joint Director, Export Inspection Agency, 14/1B, Ezra Street, Cuttack-700001. Non-Member Convener	(1) The Dy. Director Gen-ral, Indian Standards Institution, Novelty Chambers, Grant Road, Bombay-400007. —Chairman
(2) The Marketing Manager, State Trading Corporation, Leather Division, Makar Chamber, Nariman Point, Bombay-400021. —Member	(3) Shri D. N. Sinha, Asstt. Factory Manager, Corona Sahu Co., Bombay-600060, —Member
(4) Shri H. R. Malik, Mallik Traders, 62, Jolly Maker, Chamber 2, Nariman Point, Bombay-400021. —Member	(5) The Director, Bombay Footwear P. Ltd., Deonar, Bombay-400088.—Member
(6) Shri Neeru Mehra, Foot Care, 3617, Somwarpeth, Miraj —Member	(7) The Regional Officer, Council for Leather Exports, 202, Niranjan, 2nd Floor, 99, Subhas Road, Bombay-400002. —Member
(8) The Deputy Director (Leather), Directorate of Industries, Govt. of Maharashtra, New Administrative Bldg., Madam Cama Road, Bombay-400032. —Member	(9) The Joint Director, Export Inspection Agency, Aman Chambers, 113, M. Karve Road, Bombay-400004. —Non-Member Convener

(1)	(2)	(1)	(2)
(3) Export Inspection Agency-Madras at Madras	(1) Shri A. Sahasranaman, Executive Director, Council for Leather Exports, 118, Vepery High Road, Madras-600003. —Chairman (2) Shri Ammenur Rehman, Florind Shoes Ltd., 19, Vepery High Road, Madras-600003. —Member (3) Shri Rafeeq Ahmed, Farida Shoes, 936, E.V.R. Periyar, High Road, Madras-600108. —Member (4) Shri C. Nadeem, C. Abdul Rehman & Co., 10 & 11, B. V. Koli Street, Madras-600008. —Member (5) Shri Md. Azam, New Great Shoe Co., 5, Naval Hospital Road, Madras-600003. —Member (6) Shri S. A. Ponnuswamy, S. K. Senjan Chettiar & Sons, 17, Commander-in-Chief Road, Madras-600008. —Member (7) Shri David Edmonds, Palam Rural Centre, Pethapalayam Road, Verapandi, Tirupur-638605. —Member (8) The Scientist, Footwear Research Product, Central Leather Research Institute, Madras-600020. —Member (9) The Joint Director, Photo Type Development & Training Centre, Section B 24, Guindy, Industrial Estate, Madras-600097. —Member (10) The Deputy Director Incharge, Central Footwear Training Centre, Madras-600032. —Member	(1) The Joint Director, Export Inspection Agency, 213, Royapettah High Road, Madras. —Non-Member Convener (4) Export Inspection Agency-Delhi at Delhi. (1) The Director, (Leather Footwear), Office of the Development Commissioner, Small Scale Industries, (Ministry of Industry), Nirman Bhavan, (A, Wing) 7th floor, Maulana Azad Road, New Delhi-110001 —Chairman (2) The Deputy Director General, Indian Standards Institution, Manak Bhavan, 9, B. S. Zafar Marg, New Delhi-110002. —Member (3) Shri P. D. Gupta, Liberty Footwear Co., Liberty House, Railway Road, Karnal. —Member (4) Shri Avtar Singh, Aero Traders Pvt. Ltd., Gurudwara Road, Karol Bagh, New Delhi-110005. —Member (5) Shri P. Doshi, Gold Foot Pvt. Ltd., P. O. Box 2801, C-103, Narsin Vihar, New Delhi-110060. —Member (6) Shri N. N. Bajaj, Bremco Exporters, C-35, South Extension-Part-II, New Delhi-110049 —Member (7) The Joint Director, Export Inspection Council, "Pragati Tower" 26, Rajendra Place, New Delhi-110008. —Member (8) The Joint Director, Export Inspection Agency, M.M. Bldg., 4th floor, Karol Bagh, New Delhi-110005. —Non-Member Convener	{F. No. 6(3) 84-EI&EP] N. S. HARIHARAN, Director

Foot Note: The superseded S. O. was published in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated 14th February, 1976.

उपयोग भंडालय
(कम्पनी कार्य विभाग)
नई दिल्ली, 13 मई, 1986

का.आ. 2036.—एकाधिकार तथा अवधीनक व्यापारिक व्यवहार प्रतिनियम, 1969 (1969 का 54) की घारा 26 की उपचारा (3) के अनुसूतरण में, केंद्रीय सरकार एतद्वारा इस अधिसूचना के अनुसारन में उल्लिखित उपकरणों के पंजीकरण को, उक्त उपकरणों के वह उपकरण होने पर, जिन पर उक्त अधिनियम के अधियाय III के भाग के अनुसार अब जारी नहीं होते हैं, के निरस्तीकरण को अविस्मित करती है।

[सं. 16/12/86-एम-3]

एस.सी. गोपल, अवार सचिव

अधिसूचना सं. 16/12/86-एम 3 का अनुसारक

कम्पनी.	उपकरण का नाम	पंजीकृत पता	पंजीकरण संघर्ष
1	2	3	4
1. नेशनल इन्डस्ट्रीटेक केबल	निको हाउस 2, कम्पनी आर एंड डिविलि. लि.	हरे स्ट्रीट, कलकत्ता- 700001	2316/85
2. एसोसिएटेड इंडस्ट्रियल	—योपरि-	—योपरि-	944/74
3. हरकूलिस ड्रेसिंग	निको हाउस 1 और 2 कारपोरेशन आ.सि.	हरे स्ट्रीट कलकत्ता- 700001	945/74

1	2	3	4
4. नेशनल रोटिंग एप्ल	निको हाउस 2,	निको हाउस 2, हरे	837/72
स्ट्रील रोटिंग सि.,	स्ट्रील कलकत्ता-700001	स्ट्रील लिमिटेड	
(अब निको हाउस 2, हरे स्ट्रील लि. नाम से जानी जाती है)			
5. सरस्वती इंडस्ट्रीयल	यमुना नगर-135001	1380/78	
सिर्पीकेट लिमिटेड	जिला-मध्यभारत (हरियाणा)		
6. श्री अकामंबा टेक्स-	वेंकटराधारपुरम् (तनुकु)	1523/81	
टाइल्स लिमिटेड।	534215 बड़ल्हू, जी.		
	दिल्लीस्ट, अन्ध्र प्रदेश		

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 13th May, 1986

S.O. 2036.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply.

[No. 16/12/86-M.III]
L. C. GOYAL, Under Secy.

Annexure to the Notification No. 16/12/86 M-III

S. Names of the Undertakings No.	Registered Address	Registration No.	
1	2	3	4
1. National Insulated Cable Co. of India Ltd.	Nicco House 2, Hare Street, Calcutta-700 001.	2316/85	
2. Associated Industrial Development Co. Private Ltd.	-do-	944/74	
3. Hercules Trading Corporation Private Ltd.	Nicco House, 1 & 2 Hare Street, Calcutta-700 001.	945/74	
4. National Rolling & Steel Ropes Ltd. (Now Known as Nicco Steels Ltd.).	Nicco House, 2, Hare Street, Calcutta-700 001.	837/72	
5. Saraswati Industrial Syndicate Ltd.	Yamuna Nagar-135001 Distt. Ambala (Haryana).	1380/78	
6. Sree Akkamamba Textiles Ltd.	Venkatarayapuram, (Tanuku) 534215 WG Distt. Andhra Pradesh.	1523/81	

पेट्रोलियम और प्राकृतिक गैस भंडालय

नई दिल्ली, 7 मई, 1986

का.आ. 2037.—यह केंद्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस.वी.ए.ई. से संबंधित सी.वी.एफ. तक पेट्रोलियम के परिवहन के लिये पाइपलाइन सेल संघ प्राकृतिक गैस आयोग द्वारा विभाई जानी चाहिए।

और यह कि यह प्रतीत होता है कि ऐसी साइर्सों को विभाग के प्रयोजन के लिये एतद्वारा प्रायुसी में वर्णित भूमि में उपयोग का अधिकार अर्जित करना चाहिए।

इसके अलावा, पेट्रोलियम और अनिंज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) प्रतिनियम, 1962 (1962 का 50) की घारा 3 की उपचारा (1) द्वारा प्रदत्त अक्षियों का प्रयोग करते हुए केंद्रीय सरकार में उसमें उपयोग का अधिकार अर्जित करने का अपना प्राप्त एतद्वारा अपेक्षित किया है।

वक्तव्य कि उक्त भूमि में गिरवद कोई व्यक्ति, उस भूमि के नीचे वाष्प साइर्स के लिए आवेदन संभव प्राप्तिकारी, तेव तथा प्राकृतिक

गैस आयोग, निर्णय और देवभूमि प्रभाग, मकरपुरा रोड, एकड़वारा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आवेदन करने वाला हर व्यक्ति विनियिष्ट है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एस.वी.ए.ई. से सोमासण सीटीएफ तक पाइप लाइन विभाग के लिए।

गांव—गुजरात; जिला और तालुका—मेहसाना

गांव	स.नं.	हेक्टेयर	एकारही	सेमीहर
हेवुआ	276	0	16	56
	277	0	11	16
	278	0	09	36
सीटी		0	02	64
	54	0	02	16

[सं. O-12016/56/86-ओ एस जी-डी-4]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 7th May, 1986

S.O. 2037.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SBAB to SOB CTF in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara, (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM SBAB TO SOB. CTF

State : Gujarat District & Taluka : Mehsana	Village	Survey No.	Hec-tare	Acre	Centiare
Hebua		276	0	16	56
		277	0	11	16
		279	0	09	36
	Cart track		0	02	64
		54	0	02	16

[No. O-12016/56/86-ONG D-4]

का. आ। 2038—यह: केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह ग्रावयक है कि असम राज्य में लाकूदा जि.जि.एस.-5 से लाकूदा जि.जि.एस.-4 तक पेट्रोलियम के परिवहन के लिए पाल्प लाइन तेल तथा प्राकृतिक गैस शायोग द्वारा बिलाई जानी चाहिए।

और यह: यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एन्डुपाल्प भूमि में अनित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अतः अब पेट्रोलियम और अनिज पाल्प लाइन (भूमि में उपयोग के अधिकार का अंजेन) अधिनियम, 1962 (1962 का 50) की घारा 3 की उपशारा (1) द्वारा प्रदत्त शक्तियों, का प्रयोग करते हुए केन्द्रीय सरकार ने उससे उपयोग का अधिकार अंजित करने का अपना अधियाय एतद्वारा अंजित किया है।

बश्यते कि उस भूमि में हितबढ़ कोई व्यक्ति, उस भूमि के नीचे पाल्प लाइन बिछाने के लिए आवेदन उपशारा, शिवसागर/असम के कार्यालय में इस अधिसूचना की सारीब के 21 दिनों के भीतर कर सकेगा।

और ऐसा आवेदन करने वाला हर व्यक्ति विनिविष्ट: यह भी कथन करेगा कि वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि अवधारी की मर्फत।

लाकूदा

लाकूदा जि.जि.एस. 5 से 4

जंचन मर्झित तक

राज्य : असम	जिला : शिवसागर	तालुक : शिलाकूटि		
ग्राम	भव नम्बर	हेक्टर	सेरे	चन्तिसेरे
1	2	3	4	5
Tipomia Gaon	40/Kha	0	2	68
	81/Kha	0	1	61
	82/Kha	0	2	41

[स. O-12016/57/86-ओ एन जी ई-4]

S.O. 2038.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Lakwa G.G.S. 5 to G.G.S. 4 in Sibsagar Dist., Assam, Pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz., the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

LAND SCHEDULE

R.O.U. FROM LAKWA GGS-V TO GGS-IV

State : Assam	Dist : Sibsagar	Taluk : Silakuti	Village	Survey No.	Hec-tare	Acre	Centiare
Tipomia Gaon				40/Kha	0	2	68
				81/Kha	0	1	61
				82/Kha	0	2	41

[No. O-12016/57/86-ONG D-4]

का. आ। 2039—यह: केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह ग्रावयक है कि गुजरात राज्य में एन. के. इ. ओ. से एन. के. जी. जी. एस. II तक पेट्रोलियम के परिवहन के लिये पाल्पलाइन तेल तथा प्राकृतिक गैस शायोग द्वारा बिलाई जानी चाहिए।

और यह: यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एन्डुपाल्प भूमि में अनित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अतः अब पेट्रोलियम और अनिज पाल्पलाइन (भूमि में उपयोग के अधिकार का अंजेन) अधिनियम, 1962 (1962 का 50) की घारा

3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का प्रपत्र प्राप्त एवं उत्पादारा भोवित किया है।

बहारे कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आवेदन सकाम प्राप्तिकारी, तेल तथा प्राकृतिक गैस आवेदन और देवधारा प्रभाग, मकरपुरा रोड, बडोदरा-१ को इस प्रभिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आवेदन करने वाला हर व्यक्ति विनिविष्टतः यह भी कथन करेगा कि क्या यह चाहता है कि उसकी सुनवाई अविलम्बत रूप से हो या किसी विविध व्यवसायी की मार्फत।

अनुसूची

एन. के. इ. ओ. से एन. के. जी. जी. एस. II

राज्य — गुजरात जिला — अहमदाबाद तालुका — विरामगाम

गांव	स. नं.	हेक्टेयर	एकार्ड सेटीअर
बालसासण	364/2	0	13 80
	364/1	0	03 00
	कार्ट ट्रैक	0	00 96
	417/3	0	00 60
	417/4	0	08 04
	414/2	0	16 70

[स. O- 12016/58/86-ओ एन. जी. जी. 4]

S.O. 2039.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from N.K.E.O. to N.K.GGS II in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara. (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from NKEO to NK GGS II.
State : Gujarat District : Ahmedabad taluka : Viramgam

Village	Survey No.	Hectare Area Contaire
Balsasan	364/2	0 13 80
	364/1	0 3 00
	Cart track	0 00 96
	417/3	0 00 60
	417/4	0 08 04
	414/2	0 16 70

[No. O-12016/58/86-ONG-D4]

का. ना. 2040—यस केन्द्रीय सरकार को यह प्रतीत होता है कि सौकाहित में यह आवश्यक है कि गुजरात राज्य में एस. बी - ए. जी. से सोकाशन भी जी एस II तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल समा प्राकृतिक गैस आवेदन द्वारा बिछाई जानी चाहिए।

और यह यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोगन के लिए एतेषुपामध्य प्रायसूची में बण्ठित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

गत: अब पेट्रोलियम और जैविक पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) प्रधिनियम, 1962 (1962 का 50) की बारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का प्रपत्र प्राप्त एवं उत्पादारा भोवित किया है।

बहारे कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आवेदन सकाम प्राप्तिकारी, तेल तथा प्राकृतिक गैस आवेदन नियमित और वेष्यालाल प्रभाग, मकरपुरा रोड, बडोदरा-१ को इस प्रभिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आवेदन करने वाला हर व्यक्ति विनिविष्टतः यह भी कथन करेगा कि क्या यह चाहता है कि उसकी सुनवाई अविलम्बत रूप से हो या किसी विविध व्यवसायी की मार्फत।

अनुसूची

एस. बी. ए. जी. से सोमासण जी. जी. एस. II

राज्य — गुजरात जिला व तालुका — मेहसाना

गांव	स. नं.	हेक्टेयर	एकार्ड सेटीअर
जगदंग	464	0 06 60	
	कार्ट ट्रैक	0 01 44	
	639	0 09 12	
	कार्ट ट्रैक	0 00 48	
	640	0 05 04	

[स. O- 12016/59/86-ओ एन.जी. 4]

S.O. 2040.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SBAD to SOB GGS II in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara. (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from SBAD to SOB GGS II.

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Area	Centiare
Jagudan	464	0	06	60
	Cart track	0	01	44
	639	0	09	12
	Cart track	0	00	48
	640	0	05	04

{No. O-1201659/86-ONG-D4}

2041.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सानंद-20 से जी. औ. एम. सानंद-1 तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिलाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों का बिछाने के प्रयोजन के लिए एतदपावद्ध अनुमति दें दर्शित भूमि में उत्तरांग का प्राकृतिक गैस आयोग द्वारा बिलाई जानी चाहिए।

अतः यव ऐसी लाइन का बिछाने के लिए गुजरात राज्य में सानंद-20 से जी. औ. एम. सानंद-1 तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग का अधिकार अंगत करने का अपना कानून एवं द्वारा बिलाई किया है।

बास्ते कि उस भूमि हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आयोग लाइन प्रायिकारी, तेल तथा प्राकृतिक गैस आयोग, निमिण और देवभाल प्रभाग, मकरसुत रोड, महोदार-9 को इस प्रधि. नी तार. से 21 दिनों के भोतर कर सकेगा।

और ऐसा लेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कफल करेगा कि यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से ही या किसी विधि व्यवसायी की मार्फत।

प्रत्यक्षी

सानंद - 20 से जी. औ. एम. - सानंद 1 तक पाइप लाइन बिछाने के लिए राज्य - गुजरात जिला - मेहसाना लालुका - कलोल

नाम	सर्वं नं.	हेक्टेर	आर.	सेन्टीयर.
1	2	3	4	5
नासमेद	217/1	0	03	00
	218/1	0	09	00
	218/3	0	09	00
	220/री	0	03	15
	220/पी	0	03	60
	211	0	06	00
	कार्ट ट्रैक	0	01	50
	127	0	01	95
	128	0	17	40
	129	0	09	90
	134	0	06	00
	135	0	06	00
	104/1	0	08	85
	105	0	17	25
	98	0	15	15
	99/1	0	06	00
	96	0	05	70
	94	0	15	45
	93	0	15	75
	Cart track	0	01	50
	88/P	0	34	05

{[स. O-12016/60/86-ओएनजी-डी 4]}

S.O. 2041.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Sanand-20 to GGS-Sanand-I in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara. (390099).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

SCHEDULE

Pipeline from Sananad-2 to GGS Sanansad-I.

State : Gujarat District : Mehsana Taluka : Kalol

Village	Survey No.	Hectare	Area	Centiare
Nasmed	217/1	0	03	00
	218/1	0	09	00
	218/3	0	09	00
	220/P	0	03	15
	220/P	0	03	60
	211	0	06	00
	Cart track	0	01	50
	127	0	01	95
	128	0	17	40
	129	0	09	90
	134	0	06	00
	135	0	06	00
	104/1	0	08	85
	105	0	17	25
	98	0	15	15
	99/1	0	06	00
	96	0	05	70
	94	0	15	45
	93	0	15	75
	Cart track	0	01	50
	88/P	0	34	05

{[No. O-12016/60/86-ONG-D4]}

नई दिल्ली, 12 मई, 1986

का. आ. 2042.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में के. एल. इ. एच. (के-439) से जी. औ. एम. 9 तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिलाई जानी चाहिए।

और यह यह त्रैतीय होता है कि ऐसी लाइनों को बिछाने के प्रयोग के लिये एकांक ग्राम्यों में विभिन्न भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें डॉगोरा का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बास्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन डॉगोरा के लिए गाझेर संलग्न प्राविकारी, तेल तथा प्राकृतिक गैस अपयोग, निर्माण और देखभाल प्रभाग, मकरुरा रोड, बडोदरा-9 को इस अधिकृतना की तारीख से 21 दिनों के भीतर कर सकेगा।

और इस आजोप करने वाले हर व्यक्ति विनिर्दिष्ट है कि उसकी मुनवाई व्यक्तिगत रूप से इसे या किसी विधि व्यवसायों की माफीत।

अनुसूची

के.एल.ई.एच. (के-439) से जी.जी.एस. 9 तक पाइप लाइन बिछाने के लिए।

आज्ञा - गुजरात जिला - मेहसाना तालुका - कलोल

गांव	ब्लॉक नं.	हेक्टेयर	आर.	सेन्टीयर
पानसर	1060	0	06	15
	965	0	35	70
	961	0	15	20
कट्टरेक	0	01	20	
	924	0	03	60
	923	0	08	10

[सं. O-12016/61/86-ओपन जी - ढी 4]

S.O. 2042.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from KLEH (K-439) to GGS. IX in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara. (390009).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

SCHEDULE

Pipeline from KLEH (K-439) to GGS IX.

State : Gujarat District : Mehsana Taluka - Kalol

Village	Block No.	Hectare Area	Centiare
Pansar	1060	0 06	15
	965	0 35	70
	961	0 15	30
Cart track	0 01	20	
	924	0 03	60
	923	0 08	10

[No. O-12016/61/86-ONG-D4]

का.आ. 2043—परः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के कर्जी निवालय पेट्रोलियम विभाग की अधिकृतना का. आ. सं. 3706 तारीख 24-7-85 द्वारा केन्द्रीय सरकार ने उस अधिकृतना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यह सक्षम प्राविकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

आप आगे, यहतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिकृतना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विविश्वय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिकृतना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोग के लिए एतद्वारा अर्जित किया जाता है।

आप आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार से निहित होने की वजह तेल और प्राकृतिक गैस अपयोग में सभी व्यवसायों से पृकृत रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होता।

अनुसूची

ड़ान्य, एल.ई.एच. से रेतव कांपिंग तक पाइप लाइन बिछाने के लिये।
आज्ञा - गुजरात जिला व तालुका - मेहसाना

गांव	लॉ.नं.	हेक्टेयर	ए.आर.	सेन्टीयर
हेडवा-हण्डवा	241	0	07	00
	231	0	14	64
	230	0	10	44

[सं. O-12016/96/85-ओपन जी - ढी 4]

पी.के.राजगोपालन, डॉक अधिकारी

S.O. NO 2043.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3706 dated 24-7-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1952), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further, in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests, on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from WSSB to Railway Crossing

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Area Centiare
Heduva-	241	0	07 00
Hanuman	231	0	14 64
	230	0	10 44

[No. O-12016/96/85-ONG-D 4]

P. K. RAJAGOPALAN, Desk Officer

नई दिल्ली, 7 मई, 1986

का.आ. 2044:—यह भारत सरकार की विधिमूलका के द्वारा जैसा कि यहाँ संलग्न अनुमोदी में निर्दिष्ट किया गया है वौर पैट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 के खण्ड 6 के उपचारण (1) के अंतर्गत प्रकाशित किया गया है, गुजरात राज्य में उक्त विनियोग स्थान में व्यवस्था उभराट से हजारी तक पैट्रोलियम परिवहन के लिए भूमि उपयोग के अधिकार अर्जित किये गये हैं।

तेल एवं प्राकृतिक गैस आयोग ने उपर्युक्त नियम के खण्ड-7 के उपचारण (1) की धारा (1) में विनियोग कार्य दिनांक 31-8-85 से समाप्त कर दिया गया है।

अतः अब पैट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के अंतर्गत सभी अधिकारी एवं द्वारा उक्त विधि को कार्य समाप्त की तिथि अनुमोदित करते हैं।

अनुमोदी

उभराट से हजारी तक पाइप लाइन कार्य समाप्ति

मंत्रालय का नाम	गांव	का.आ.सं.	भारत के राज कार्य समाप्ति
पैट्रोलियम एवं प्राकृतिक गैस	भीमगुर	942	24-4-84 31-8-85

[सं. ओ-12016/116/83-प्रोट.]
एम.एस.श्रीनिवासन, विद्यक (एन.जी.)

S.O. NO 2044.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in land) Act 1962, the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from Ubhra to Hazira in Gujarat State.

And whereas the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub-section (1) of section 7 of the said Act on 31-8-1985.

Now therefore under Rule 4 of Petroleum Pipeline (Acquisition of right of user in land) Rules, 1963, the Competent Authority here by notifies the said date as the date of termination of operation to above.

SCHEDULE Termination of Pipeline from Ubhra to Hazira

Name of Ministry	Village	S.O.No.	Date of Publica- tion in the Gazette of India	Date of termina- tion of opera- tion
Min. of Petroleum & Natural Gas	Bhimpore Tal : Chorasi Dist : Surat	942	24-4-84	31-8-85

[No. O. 12016/116/83—PROD/GP]

M.S. SRINIVASAN, Director (NG)

अर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 30 अप्रैल, 1986

का.आ. 2045:—फैक्ट्रीय सरकार, कोयला खान अविष्य निधि तथा प्रकार्य उपचारण अधिनियम, 1948 (1948 का 46) की धारा 6 और 7 के साथ पठित धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राजस्वान कोयला खान अविष्य निधि स्कीम, 1958 का और संशोधन करने के लिए निष्ठानितित स्कीम बनाती है अर्थात् :—

1. (1) इस स्कीम का नाम राजस्वान कोयला खान अविष्य निधि (इसरा संजाक) स्कीम, 1986 है।

(2) यह राजस्व में प्रकाशन की तारीख को प्रवृत्त होगी।

2. राजस्वान कोयला खान अविष्य निधि स्कीम, 1948 में, पैरा 42 च में,—

(क) उपर्योग (1) में,—

(1) “किसी भास्तिक वेतन पाने वाले कर्मचारी की बाबत छह मास के वेतन और किसी साप्ताहिक वेतन पाने वाले कर्मचारी की बात चोबीस सप्ताह की मजदूरी से अनन्धिक रकम का का” शब्दों का लोप किया जाएगा।

(2) पहले परन्तु के में “परन्तु अप्रिम की रकम” शब्दों के स्थान पर “परन्तु के प्रत्येक अप्रिम की रकम” शब्द रखे जायेंगे;

(3) दूसरे परन्तु का लोप किया जाएगा।

(4) उपर्योग (3) में, “एक से अधिक अप्रिम” शब्दों के स्थान वर दो से अधिक अप्रिम शब्द रखे जायेंगे।

टिप्पणी :—

1. राजस्थान कोयसा खान भविष्य निधि स्कीम, 1958 मार्गत के राजपत्र में का.का. 32, तारीख 11-2-1958 द्वारा प्रकाशित की गई और उसका निम्नलिखित अविवृतनामों द्वारा संशोधित किया गया :—

2. का.का. 423, तारीख 5-4-1958
3. का.का. 593, तारीख 14-3-1959
4. सा.का.नि. 1122, तारीख 25-8-1962
5. सा.का.नि. 1175, तारीख 1-9-1962
6. सा.का.नि. 1680, तारीख 8-12-1962
7. सा.का.नि. 51, तारीख 5-1-1963
8. सा.का.नि. 149, तारीख 26-1-1963
9. सा.का.नि. 665, तारीख 20-4-1963
10. सा.का.नि. 779, तारीख 4-5-1963
11. सा.का.नि. 1062, तारीख 22-6-1963
12. सा.का.नि. 1065, तारीख 22-6-1963
13. सा.का.नि. 1323, तारीख 10-8-1963
14. सा.का.नि. 1981, तारीख 18-12-1963
15. सा.का.नि. 130, तारीख 25-1-1964
16. सा.का.नि. 769, तारीख 23-5-1964
17. सा.का.नि. 846, तारीख 6-6-1964
18. सा.का.नि. 1205, तारीख 29-8-1964
19. सा.का.नि. 1683, तारीख 28-11-1964
20. सा.का.नि. 406, तारीख 13-3-1965
21. सा.का.नि. 427, तारीख 23-3-1965
22. सा.का.नि. 1506, तारीख 16-10-1965
23. सा.का.नि. 491, तारीख 1-4-1966
24. सा.का.नि. 1222, तारीख 6-8-1966
25. सा.का.नि. 1579, तारीख 15-10-1966
26. सा.का.नि. 744, तारीख 20-5-1967
27. सा.का.नि. 861, तारीख 3-6-1967
28. सा.का.नि. 865, तारीख 3-6-1967
29. सा.का.नि. 1648, तारीख 4-11-1967
30. सा.का.नि. 159, तारीख 27-1-1968
31. सा.का.नि. 1724, तारीख 31-9-1968
32. सा.का.नि. 1142, तारीख 17-5-1969
33. सा.का.नि. 2485, तारीख 1-11-1969
34. सा.का.नि. 2493, तारीख 1-11-1969
35. का.का. 56, तारीख 2-1-1970
36. सा.का.नि. 529, तारीख 4-1-1970
37. सा.का.नि. 16, तारीख 2-1-1971
38. सा.का.नि. 1816, तारीख 4-12-1971
39. सा.का.नि. 54, तारीख 1-1-1972
40. सा.का.नि. 811, तारीख 29-4-1972
41. सा.का.नि. 1980, तारीख 8-8-1972
42. सा.का.नि. 218, तारीख 3-3-1973
43. सा.का.नि. 550, तारीख 26-5-1973
44. सा.का.नि. 878, तारीख 8-8-1973
45. सा.का.नि. 835, तारीख 3-8-1974
46. सा.का.नि. 174, तारीख 1-3-1975
47. सा.का.नि. 689, तारीख 31-5-1975
48. सा.का.नि. 2774, तारीख 6-12-1975
49. सा.का.नि. 847, तारीख 12-6-1976
50. सा.का.नि. 1389, तारीख 25-9-1976
51. सा.का.नि. 1252, तारीख 11-11-1976
52. सा.का.नि. 465, तारीख 24-3-1979

53. सा.का.नि. 109, तारीख 6-9-1980
54. सा.का.नि. 993, तारीख 27-9-1980
55. सा.का.नि. 1161, तारीख 18-11-1980
56. सा.का.नि. 138, तारीख 7-2-1981
57. सा.का.नि. 113, तारीख 31-1-1981
58. सा.का.नि. 515, तारीख 16-7-1983
59. सा.का.नि. 995, तारीख 24-12-1983
60. सा.का.नि. 569, तारीख 9-6-1984
61. सा.का.नि. 1314, तारीख 18-12-1984
62. सा.का.नि. 1120, तारीख 30-11-1985
63. सा.का.नि. 936(प्र) तारीख 24-12-1985
64. सा.का.नि. 121, विनांक 8-2-1986

[सं. एस-70011(1)/86- प्रश्ना. 1 प्र.एफ. (iii)]

MINISTRY OF ENERGY (Department of Coal)

New Delhi, the 30th April, 1986

S.O. 2045.—In exercise of the powers conferred by section 3 read with sections 6 and 7 of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), the Central Government hereby makes the following Scheme further to amend the Rajasthan Coal Mines Provident Fund Scheme, 1958, namely :—

1. (1) This Scheme may be called the Rajasthan Coal Mines Provident Fund (Second Amendment) Scheme, 1986.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In the Rajasthan Coal Mines Provident Fund Scheme, 1958, in paragraph 42F.—(a) In sub-paragraph (1),—

(i) the words “of an amount not exceeding six months pay in respect of a monthly paid employee and twenty four weeks wages in respect of a weekly paid employee” shall be omitted;

(ii) in the first proviso, after the words “Provided that the amount of”, the word “each” shall be inserted;

(iii) second proviso shall be omitted;

(b) in sub-paragraph (3), for the words “one advance” the word “two advances” shall be substituted.

NOTE

1. The Rajasthan Coal Mines Provident Fund Scheme published in the Gazette of India, vide S.O. 32, dated 11-2-58, and amended vide following notifications :—
2. SO 423, dated 5-4-1958.
3. SO 593, dated 14-3-1959.
4. GSR 1122, dated 25-8-1962.
5. GSR 1175, dated 1-9-1962.
6. GSR 1680, dated 8-12-1962.
7. GSR 51, dated 5-1-1963.
8. GSR 149, dated 26-1-1963.
9. GSR 665, dated 20-4-1963.
10. GSR 779, dated 4-5-1963.
11. GSR 1062, dated 22-6-1963.
12. GSR 1065, dated 22-6-1963.
13. GSR 1323, dated 10-8-1963.
14. GSR 1981, dated 18-12-1963.
15. GSR 130, dated 25-1-1964.
16. GSR 769, dated 23-5-1964.
17. GSR 846, dated 6-6-1964.
18. GSR 1205, dated 29-8-1964.
19. GSR 1683, dated 23-11-1964.

20. GSR 406, dated 13-3-1965.
 21. GSR 427, dated 20-3-1965.
 22. GSR 1506, dated 16-10-1965.
 23. GSR 491, dated 1-4-1965.
 24. GSR 1222, dated 6-8-1966.
 25. GSR 1579, dated 15-10-1966.
 26. GSR 744, dated 20-5-1967.
 27. GSR 861, dated 3-6-1967.
 28. GSR 865, dated 3-6-1967.
 29. GSR 1648, dated 4-11-1967.
 30. GSR 159 dated 27-1-1968.
 31. GSR 1724, dated 21-9-1968.
 32. GSR 1142, dated 17-5-1969.
 33. GSR 2485, dated 1-11-1969.
 34. GSR 2493, dated 1-11-1969.
 35. SO 56, dated 2-1-1970.
 36. GSR 529, dated 4-1-1970.
 37. GSR 16, dated 2-1-1971.
 38. GSR 1816, dated 4-12-1971.
 39. GSR 54, dated 1-1-1972.
 40. GSR 511, dated 29-4-1972.
 41. GSR 1980, dated 9-9-1972.
 42. GSR 218, dated 3-3-1973.
 43. GSR 550, dated 26-5-1973.
 44. GSR 978, dated 8-9-1973.
 45. GSR 835, dated 3-8-1974.
 46. GSR 174, dated 1-2-1975.
 47. GSR 689, dated 31-5-1975.
 48. GSR 2774, dated 6-12-1975.
 49. GSR 847, dated 12-6-1976.
 50. GSR 1389, dated 25-9-1976.
 51. GSR 1252, dated 11-11-1978.
 52. GSR 465, dated 24-3-1979.
 53. GSR 909, dated 6-9-1980.
 54. GSR 993, dated 27-9-1980.
 55. GSR 1161, dated 18-11-1980.
 56. GSR 138, dated 7-2-1981.
 57. GSR 113, dated 31-1-1981.
 58. GSR 515, dated 16-7-1983.
 59. GSR 995, dated 24-12-1983.
 60. GSR 569, dated 9-6-1984.
 61. GSR 1314, dated 18-12-1984.
 62. GSR 1120, dated 30-11-1985.
 63. GSR 936(E), dated 24-12-1985.
 64. GSR 121, dated 8-2-1986.

[No. S. 70011(1)/86-Adm. I(PF) (iii)]

मई दिल्ली, 12 मई, 1986

शुद्धिपत्र

का.पा. 2046 जबकि कोयलाबारी थेल (धजेन और विकास) प्रधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन जारी और भारत के द्रस्तव्यात्मक राजपत्र के भाग II, खंड 3, चर्प खंड (ii) में दिनांक 9 मध्यमर, 1985 को पृष्ठ सं. 5869 से 5870 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की प्रधिसूचना कानून सं. 5161 दिनांक 24 अक्टूबर, 1985 द्वारा केन्द्रीय सरकार के उस प्रधिसूचना के मान संबंध अनुसूची में उल्लिखित भूमि का प्रधिष्ठापन करने की घपने आवश्यक सूचना दी थी,

और जबकि केन्द्रीय सरकार ने जानकारी में यह लाभ रुपये है कि गढ़ में उक्त प्रधिसूचना ने द्रकानन में छपाई की कृष्ण अशुद्धियों रह गई है।

इनकी वह उक्त प्रधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का और इस संबंध के प्राप्त अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त प्रधिसूचना के मान संबंध अनुसूची में निम्नलिखित संशोधन करती है:—

पृष्ठ 5869 पर:—

(क) अनुसूची में कम से 4 फैट एकड़ स्तरमें "368.83" के न्याय पर "368.63" पढ़ें।

[सं. 43015/14/S5-ती ए.]
समय सिंह, भवर सचिव

New Delhi, the 12th May, 1986

CORRIGENDUM

S.O. 2046.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 5161 dated the 24th October, 1985 published at pages 5870 to 5872 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 9th November, 1985, in the Schedule at page 5871, against 'Grand Total', for "377.73 hectares" read "397.73 hectares".

[No. 43015/14/85-CA]

SAMAY SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

मई दिल्ली, 9 मई, 1986

प्रधिसूचना

का.पा. 2047 द्वारा चिकित्सा प्रधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार द्वारा दस्त चिकित्सा परिषद से परामर्श कर लेने के पश्चात एतद्वारा उक्त प्रधिनियम की अनुसूची में निम्नलिखित और संशोधन करती है—अपर्याप्ति:—

उक्त प्रधिसूचना के भाग 1 में कम संख्या 23 तथा उससे संबंधित प्रतिश्लिष्टियों के पश्चात् निम्नलिखित कम संख्या और प्रविनियां प्रतिस्थापित की जाएंगी जवाबदी:—

प्राधिकरण विधाया संस्था	मान्यता प्राप्त दस्त चिकित्सा प्रहृता	पंजीकरण के लिए संकेताश्वर
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1	2	3
"24. प्रशासनालाई विश्वविद्यालय स्नातक (वैचाले आफ डैट्स अर्जंरी)	दस्त-प्राप्त चिकित्सा में स्नातक (वैचाले आफ डैट्स अर्जंरी)	बो.आई.एस. प्रशासनालाई

[वी. 12018/3/85-पी.एस.एम.]
कुमारी सी. मिश्री, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 9th May, 1986

S.O. 2047.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Council, hereby makes to following further amendment in the Schedule to the said Act, namely:—

In part I of the said Schedule, after serial number 23 and the entries relating thereto, the following serial number and entries shall be inserted, namely:—

Authority or Institution	Recognised dental qualification	Abbreviation for registration
1	2	3
"24. Annamalai University	Bachelor of Dental Surgery	B.D.S.
	Annamalai,"	

[No. V. 12018/79/85-PMS]
KUM. C. CINTURY, Dy. Secy.

(स्वास्थ्य विभाग)

नई दिल्ली, 24 मार्च, 1986

का. आ. 2048.—केन्द्रीय सरकार, केन्द्रीय होम्योपैथी परिषद अधिनियम, 1973 (1973 का 59) की धारा 13 की उप-धारा (2) द्वारा

(Dept. of Health)

New Delhi, the 24th March, 1986

S. O. 2048.—In exercise of the powers conferred by sub-section (2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government, after consulting the Central Council of Homoeopathy, hereby makes the following further amendment in the Second Schedule to the said Act, namely:—

In the said Schedule, under the heading "Madhya Pradesh" for serial number 10A and the entries relating thereto, the following serial number and entries shall be substituted, namely:—

Name of University, Board or Medical Institution	Recognised medical qualification	Abbreviation for registration	Remarks
1	2	3	4
"10A. State Council of Homoeopathy Madhya Pradesh	Diploma in Homoeopathy and Biochemistry.	D.H.B.	From September, 1975 to 1986."

[No. R. 14015/79/85-Homoco.]
P. L. KAPUR, Desk Officer (Homoco)

आधा एवं नागरिक आपूर्ति मंत्रालय

(नागरिक आपूर्ति विभाग)

भारतीय मानक संस्था

नई दिल्ली, 6 मई, 1986

का. आ. 2049.—समय-समय पर संशोधित भारतीय मानक संस्था प्रमाणन चिह्न) विनियम, 1955 के विनियम 14 के उपायनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस रजिस्ट्रेशन बोर्ड/एल. 0568 559 जिसके विवरण नीचे अनुसूची में दिए गए हैं 1984-09-10 से रद्द कर दिया गया है क्योंकि फटे लाइसेंस को चालू रखने में इच्छुक नहीं है:—

अनुसूची

क्रम. लाइसेंस संख्या	लाइसेंसदारी का नाम व पता सं.	
(1)	(2)	(3)
1. सीएस/एल 0568559	मेन के स्टोर अवॉर्डी प्रॉफ रेडिया	लि. दुष्टुर सेक्टर नोट्स
1978-12-10		

प्रदत शक्तियों का व्रद्धा करते हुए, केन्द्रीय होम्योपैथी परिषद से परामर्श कानून के परामर्श उक्त अधिकारियों की दूसरी अनुसूची में निम्नलिखित त्रैयों संशोधन करती है, अर्थात्:—

उक्त अनुसूची में "स्थान प्रदेश" शब्द के अंतर्गत त्रैयों द्वारा 10क और उससे संबंधित प्रतिलिपियों के स्थान पर निम्नलिखित त्रैयों संबंधीय और प्रतिलिपियाँ रखी जाएंगी अर्थात्:—

विष्वविद्यालय' मान्यताप्राप्त पंजीकरण के लिए टिप्पणी वोड्योपाधी विकास अहंता संज्ञाकर विजित्सा संस्था का नाम

"10क राज्यहोम्यो- होम्योपैथी ब्रौर दी. एच. बी. सितम्बर 1975 पैथी परिषद, जीव रसायन से 1986 तक" स्थान प्रदेश विज्ञान में डिप्लोमा

[स्थान आर.—14015/79/85-होम्योपैथी] पी. एल. कपूर, डेस्क अधिकारी

1	2	3
दुष्टुर-713293, जिला वर्द्धना (परिषदी विभाग)		

(4)	(5)
पर्यावरण विभाग इनाम ले गई विभाग का वै इनाम वहर और वही की विभागी	

[विभागी 55 : 0568559]

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

INDIAN STANDARDS INSTITUTION

New Delhi, the 6th May, 1986

S. O. 2049—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-0568559 particulars of which are given in the Schedule below has been cancelled with effect from 1984-09-10 as the firm do not want to operate the licence.

SCHEDULE

Sl. No.	Licence No.	Name & Address of the Licencee	Article/Process covered by the Licence Cancelled	Relevant Indian Standards
(1)	(2)	(3)	(4)	(5)
1.	CM/L-0563559 1976-12-10	M/s Steel Authority of Indian Ltd., Durgapur Steel Plant, Durgapur-713203, Distt. Burdwan (West Bengal)	Hot rolled carbon steel sheet and strip	IS : 1079-1973 Specification for hot rolled carbon steel sheet strip

[CMD/55 : 0568559]

B. N. SINGH, Addl. Director General, ISI

(खाद्य विभाग)

नई दिल्ली, 7 मई, 1986

का. आ. 2050 :—फल उत्ताप आदेश, 1955 के खण्ड 3 के उपखण्ड (1) के अनुसरण में, केन्द्रीय सरकार एवं दिल्ली इस आदेश के सरकारी राजपत्र में प्रकाशित की तारीख को और उतने दो वर्ष की अवधि के लिए केन्द्रीय फल उत्ताप सत्राहकार समिति का गठन करती है। इस समिति के निम्नलिखित सदस्य होंगे, अर्थात् :

- श्री एच. डी. बंसल,
संयुक्त सचिव (प्रशासन),
खाद्य और नागरिक पूर्ति मंत्रालय,
(खाद्य विभाग),
भारत सरकार,
नई दिल्ली ।
- कार्यकारी निदेशक,
(खाद्य तथा पोषणाहार बोर्ड),
खाद्य विभाग,
भारत सरकार,
- श्री सुर्य प्रकाश राव,
तकनीकी निदेशक,
मे. प्रिया फूड्स प्राइवेट लिमिटेड,
पोरंकी-521 137, विजयवाडा,
कृष्णा ज़िला (आ.प्र.)
- श्री एस. पी. जियाधी,
सुख्य प्राइवेट लिमिटेड,
म. डुके एड संस प्राइवेट लिमिटेड
आफ सिवन, सुन्दर बाग एस्टेट,
ट्राम्बे रोड, चेन्नै, वर्ष्वई ।
- श्री जी.एस. रामाचन्द्रा,
सुख्य कार्यकारी
किसान प्राइवेट लिमिटेड,
ओहू मद्रास रोड, वंगलौर ।

13. डा. ए. के. पिथा, निदेशक (बागबानी), दृष्टि और सहकारिता विभाग, भारत सरकार, दृष्टि भवन, नई दिल्ली ।	छपि अमयस्त, भारत सरकार के नामित	3. Shri Surya Prakash Rao, Technical Director, M/s. Priya Foods Private Limited, Potanki-521 137, Vijayawada, Krishna District (A.P.)	Representing synthetic syrup, vinegar, murabba, chutney and pickle manufacturers.
14. डा. के. एम. एयप्पा, नियाचारिन एस्टेट अरिकाड़, पो. ओ. दिवड़पुर, कर्नाटक ।	उत्पादकों के प्रतिनिधि	4. Shri S.P. Limaye, Chief Technologist, M/s. Duke and Sons Private Limited, Off Sion, Sunder Bagh Estate, Trombay Road, Chembur, Bombay.	Representing squash and ready-to-serve beverages manufacturers.
15. श्री दिव्यल क.निति धर, ग्रा.र. के. मिशन रोड, सिलचर, असम ।		5. Shri Subodh Jindal, Technical Director, M/s. Excelsior Food and Chemical Industries, A 1 and 2, Industrial Area Lawrence Road, Delhi-110 035.	Representing manufacturers of canned fruits.
16. श्री जे. एस. जैसनी, [सहायक महानिदेशक], स्वास्थ्य सेवाएं महानिदेशालय, भारत सरकार, नई दिल्ली ।	स्वास्थ्य और परिवार कल्याण मंडात्य इसके बिना मीठे वातित जन के निर्मताओं के प्रतिनिधि ।	6. Shri G.S. Ramachandra, Chief Executive, Kissan Products Limited, Old Madras Road, Bangalore.	Representing manufacturers of canned fruits.
17. श्री एस. एस. भाटिया, प्रबन्ध निदेशक, माडने फूट-इंडस्ट्रीज (इ.) लि., पालिका भवन, रिंग रोड, नई दिल्ली ।	फल रस अथवा फल गूदा सहित अथवा इसके बिना मीठे वातित जन के निर्मताओं के प्रतिनिधि ।	7. Shri Bhupendra Sharma M/s. Parijat Foods, P.O. Izatnagar, Bareilly.	Representing small-scale manufacturers of murabba, chutney and pickles.
18. श्री सत्यमूर्ति, मे. स्टेन्टर एण्ड कम्पनी लि., [153, माउण्ट रोड, मद्रास] ।	भारतीय मानक संस्था इसके बिना मीठे वातित जन के निर्मताओं के प्रतिनिधि ।	8. Shri Sunil Kumar Paul, M/s. Pals' Fruit Products, Deshbandhpura, Siliguri (West Bengal).	Representing small-scale manufacturers of canned fruits, canned vegetables, jams, jellies and marmalades.
19. डा. टी. पूर्णिमदम, [निदेशक (खाद्य)], भारतीय मानक संस्था, [हाहाकुरुआह जफर मार्ग], नई दिल्ली ।	भारतीय मानक संस्था	9. Dr. A.G. Naik Kurade, M/s. Suman Consultants, B-168, East of Kailash, New Delhi.	Technical Experts.
20. निदेशक (फल तथा सब्जी परिषेक) सदस्य सचिव खाद्य श्रीरामकृष्ण पुर्ति मंत्रालय, (खाद्य विभाग), नई दिल्ली ।	[स. 9-28/85-एफ.एन.वी.-4/पी.ओ-2] यू. आर. कूलकर, निदेशक	10. Dr. J.S. Pruthi, A-2/125, Janak Puri, New Delhi-58.	
	(Department of Food)	11. Shri K.V. Rao, Export Executive, Usha International, 8, Malcha Marg, New Delhi.	Exporter of fruit and vegetable products.
	New Delhi, the 7th May, 1986	12. Shri K.V. Nagaraja, Project Coordinator, (Scientist) Head, Quality Control Fruit Products Analysis Laboratory, Central Food Technological Research Institute, Mysore.	Nominee of Central Food Technological Research Institute, Mysore.
S.O. 2050.—In pursuance of sub-clause (1) of clause 3 of the Fruit Products Order, 1955, the Central Government hereby constitutes for a period of two years on and from the date of publication of this order in the official Gazette, the Central Fruit Products Advisory Committee consisting of the following members, namely :—	Chairman Joint Secretary (Administration), Ministry of Food and Civil Supplies, (Department of Food), Government of India, New Delhi.	13. Dr. A.K. Misra, Director (Horticulture), Department of Agriculture, and Co-operation, Government of India, Krishi Bhavan, New Delhi.	Nominee of Agricultural Commissioner to the Government of India.
1. Shri H.D. Bansal Executive Director (Food and Nutrition Board). Department of Food, Government of India.	Vice-Chairman	14. Dr. K.M. Aiyappa, Nariyabaine Estate Arecaid, P.O. Diddlapur, Coorg.	Representative of growers.
2. Shri Bimal Kanti Dhar, R.K. Mission Road, Silchar, Assam.		15. Shri Bimal Kanti Dhar, R.K. Mission Road, Silchar, Assam.	

16. Shri J.C. Jaisani, Assistant Director-General Directorate General of Health Services, Government of India, New Delhi.	Ministry of Health and Family Welfare.
17. Shri S.S. Bhatia, Managing Director, Modern Food Industries (U.K.) Ltd., Palika Bhavan, Ring Road, New Delhi.	Representing manufac-turers of sweetened aerated waters with or without fruit juice or fruit pulp.
18. Shri Satyamoorthy, M/s. Spencer & Company Limited, 153, Mount Road, Madras.	
19. Dr. T. Poornanandam, Director (Food), Indian Standards Institution, Bahadurshah Zafar Marg, New Delhi.	Indian Standards Institution.
20. Director (Fruit and Vegetable Preservation), Ministry of Food and Civil Supplies, (Department of Food), New Delhi.	Member-Secretary.

[No. 9-28/85-FNB. IV/PD. II]
U.R. KURLEKAR, Director

सामव संसाधन विकास मंत्रालय

(संस्थान विभाग)

नई दिल्ली, 5 मई, 1986

का. आ. 2051:—चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठिं चलचित्र अधिनियम 1952 (1962 का 37) की धारा 3 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा नियमित और अधिकारों को तत्काल से फ़िल्म श्रुमाणन बोर्ड का संबल्प लियूँ जाएगा।

- (1) श. वी. एस. वेकटावरदन
- (2) श्रीमती शैला पारिख []
- (3) श्रीमती विजया मेहता,
- (4) श. वा. लक्ष्मीपथी
- (5) सुश्री मैत्री परामादुर्गा,
- (6) श. डॉ. सदाशिवम्

[फ़ाइल संख्या 811/4/86-एफ. (सो)]

विजय कैन, उप सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

New Delhi, the 5th May, 1986

S.O. 2051.—In exercise of the powers conferred by sub-section (1) of section 3 of the Cinematograph Act, 1952 (37 of 1952), read with rule 3 of the Cinematograph (Certification) Rules 1983, the Central Government hereby appoints the following more persons as members of the Board of Film Certification with immediate effect until further orders:—

- (1) Dr. V. S. Venkatavaradan
- (2) Smt. Shaila Parikh
- (3) Smt. Vijaya Mehta
- (4) Shri V. Lakshmpathy
- (5) Ms Maitreyi Ramadurai
- (6) Dr. D. Sadashivam

[File No. 811/4/86-P(C)]
VIJAY KAIN, Dy. Secy.

परिवहन मंत्रालय

(जल-भूतल परिवहन विभाग)

(नीबहन पक्ष)

नई दिल्ली, 7 मई, 1986

का. आ. 2052:—भारत सरकार, बम्बई लिये तांडा भविष्य निवाय आदेश के कार्यालय की जहाँ 800 कर्मचारियों ने हिंदू का कार्यालय ज्ञान प्राप्त कर लिया है और जो इस मंत्रालय के प्रशासनिक निवेदण में है, राजमार्ग (मध्य के सारांह उद्योग के लिए प्रयोग) नियमावधी, 1976 के नियम 10 के उप नियम (4) के तहत अधिसूचित कराई गई है।

[No. E-11017/2/86-एम टं]

मुद्रण संघर्ष, बद्रा सचिव

MINISTRY OF TRANSPORT

(Department of Surface Transport)

(Shipping Wing)

New Delhi, the 7th May, 1986

S.O. 2052.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for the official purpose of the Union) Rules, 1976, the Government of India hereby notifies the office of the Provident Fund Commissioner, Bombay under the Administrative control of the Department of Surface Transport, where 80 per cent of staff have acquired working knowledge in Hindi.

[No. E-11017/2/86-MT]

S. SYNGHAL, Under Secy.

(नागर विभाग विभाग)

नई दिल्ली, 12 मई, 1986

का. आ. 2053.—बायु नियम अधिनियम, 1953 (1953 का 27) की धारा 4 द्वारा प्रदत्त अधिकारों का उपायों करों 15, केन्द्रीय सरकार एवं द्वारा श्री रमेश भण्डारों के साथ या प्रतीक्षा धारा 2 में नियमित हुए हैं, विदेश सचिव श्री ए. पी. वैन्टेशार को ताकाल से प्रीर 22 जून 1986 तक एवं इंडिया के नियंत्रक-पंडित के रूप में नियुक्त करते हैं।

[संख्या ए श्री 18013/5/82-ए.सी.]

जे. श. नागार, अमर लक्ष्मी

(Department of Civil Aviation)

New Delhi, the 12th May, 1986

S.O. 2053.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints Shri A. P. Venkateswaran, Foreign Secretary, as Director on the Board of Air India with immediate effect and up to 22nd July 1986 vide Shri Ramesh Bhandari, who has since retired.

[No. AV-18013/5/82-AC]

J. R. NAGPAL, Under Secy.

जल संसाधन मंत्रालय

नई दिल्ली, 2 मई, 1986

का. आ. 2054:—केन्द्रीय सरकार, बहुमुख बोर्ड अधिनियम, 1980 (1980 का 46) की धारा 4 की उपधारा (3) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए नियमित अधिकारों को बहुमुख बोर्ड के सदस्यों के रूप में नियुक्त करती है:—

- (i) महाविद्यालय,
बहुमुख बोर्ड
- (ii) वित्त विभाग-एकात्मक,
बहुमुख बोर्ड

(iii) योजना सलाहकार,
पूर्वोत्तर परिषद।

और उस प्रयोजन के लिए भारत सरकार के भूतपूर्व सिन्हाई मंत्रालय की अधिसूचना सं. का. आ. 926 (अ) तारीख 28 दिसम्बर, 1981 का निम्नलिखित संशोधन करती है, अर्थात्:—

उत्तर अविसूचित में इससे उगावड ग्रन्तुसूची के स्तरम् (1) में विनिर्दिष्ट प्रविष्टियों के स्थान पर, उसके स्तरम् (2) में विनिर्दिष्ट प्रविष्टियां रखी जाएंगी; अर्थात्:—

ग्रन्तुसूची

क्रम सं.	विद्यमान प्रविष्टि	प्रतिस्थापित की जाने वाली प्रविष्टि
(1)	(2)	(3)
1.	भारा 4 की उपधारा (3) के खंड (ख) के अधीन नियुक्त	महाप्रबन्धक, ब्रह्मपुत्र बोर्ड
2.	वित्त सलाहकार, ब्रह्मपुत्र बोर्ड	भारा 4 की उपधारा (3) के खंड (ग) के अधीन नियुक्त
3.	सलाहकार (विद्युत), योजना सलाहकार पूर्वोत्तर परिषद	पूर्वोत्तर परिषद

[सं. 1/81-जी. सी./एफ. सी.]
के. पू. तिरथानी, उप सचिव

MINISTRY OF WATER RESOURCES

New Delhi, the 2nd May, 1986

S.O. 2054.—In exercise of the powers conferred by sub-section (5) of section 4 of the Brahmaputra Board Act, 1980 (46 of 1980), the Central Government hereby appoints the following persons as Members of the Brahmaputra Board:—

- (i) General Manager,
Brahmaputra Board.
- (ii) Financial Adviser,
Brahmaputra Board.
- (iii) Planning Adviser,
North-Eastern Council.

and for that purpose further amends the Notification of the Government of India in the erstwhile Ministry of Irrigation No. S.O. 926(E), dated the 28th December 1981, as follows, namely:—

In the said notification, for the existing entries specified in column (1) of the Schedule hereto annexed, the entries specified in column (2) thereof shall be substituted, namely:—

SCHEDULE

S. No.	Existing Entries (1)	Entries to be substituted (2)
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Appointed under clause (b) of sub-section (3) of section 4.

1.	General Manager, Brahmaputra Board.
2.	Financial Adviser, Brahmaputra Board.

Appointed under clause (c) of section 3 of section 4.

3. Adviser (Power), North-Eastern Council.	Planning Adviser, North-Eastern Council.
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[No. 1/81-BC/FC]
K. U. TIRTHANI, Dy. Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 7 मई, 1986

क्रा. आ. 2055:—स्थायी वार्देश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारताद्य तार नियम, 1951 के नियम 434 के खंड III के पैग (ख) के अनुसार सहनिर्देश, दूरसंचार विभाग ने वार्ले, अनैकरनकलम, पुदुप्पिनाम, श्रीपुरुम्बुदु, संगुवर्चत्राम, सोमांगलम, मेवलुरकृष्णन तथा पाडियाई टेलफोन केन्द्रों तमिटटू में दिनांक 26-5-86 से प्रभागित दूर प्रणाली लागू करने का नियम दिया है।

[तंत्रा 5-16/36-प: एच ब:]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 7th May, 1986

S.O. 2055.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Department of Telecommunications, hereby specifies 26-5-86 as the date on which the Measured Rate System will be introduced in Kali, Anaikaranchatram, Puduppinam, Sriperumbudur, Sunguvachatram, Somangalam, Mevalurkuppam and Paddappai Telephone Exchanges, Tamil Nadu Telecom Circle.

[No. 5-26/86-PHB]

क्रा. आ. 2056:—स्थायी वार्देश संख्या 627, दिनांक 3 मार्च 1960 द्वारा लागू किये गये भारताद्य तार नियम, 1951 के नियम 434 के खंड III के पैग (ख) के अनुसार सहनिर्देश, दूरसंचार विभाग ने इस्लामपुर टेलफोन केन्द्र महाराष्ट्र में दिनांक 01-03-1986 से प्रभागित दूर प्रणाली लागू करने का नियम दिया है।

[तंत्रा 5-17/36-प: एच ब:]

No. S.O. 2056.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1961, as introduced by S.O. No. 627 dated 8th March 1960, the Director General, Department of Telecommunications, hereby specifies 1-8-1986 as the date on which the Measured Rate System will be introduced in Islampur Telephone Exchange, Sangli Division Maharashtra Circle.

[No. 5-27/86-PHB]

क्रा. आ. 2057:—स्थायी वार्देश संख्या 627, दिनांक 3 मार्च, 1960 द्वारा लागू किये गये भारताद्य तार नियम, 1951 के नियम 434 के खंड III के पैग (ख) के अनुसार सहनिर्देश, दूरसंचार विभाग ने मेहमदाबाद टेलफोन केन्द्र, गुजरात में दिनांक 01-6-1986 से प्रभागित दूर प्रणाली लागू करने का नियम दिया है।

[तंत्रा 5-21/36-प: एच ब:]

के.पू. तिरथानी, दूरसंचार सहनिर्देशक (प.एच.ब.)

S.O. 2057.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1961, as introduced by S.O. No. 627 dated 8th March 1960, the Director General, Department of Telecommunications, hereby specifies 1st June 1986 as the date on which the Measured Rate System will be introduced in Mehmabad Telephone Exchange, Gujarat Telecom Circle.

[No. 5-21/86-PHB]

K. P. SHARMA, Asstt. Director General

अम मंत्रालय

नई दिल्ली, 7 मई, 1986

का.आ. 2058:—गृजगत स्टेट फर्टीजाइजर लम्पने लिमिटेड, पी.आ. फर्टीजाइजर नगर, जिला बडोदरा (जि.जे./५:३३), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचार भविष्य निवि और प्रकार्ण उत्तर्वय अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा (2क) के अध्यन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समावान हो गया है कि उक्त स्थापन के कर्मचारी निवि पृथक् अभिदाय या प्रीमियम वा सम्बाय किए बिना ही, भारतीय जनन वामा नियम की जबन वामा स्कीम को सामूहिक वामा स्कीम के अध्यन जनन वामा के रूप में जो कायदा उठा रहे हैं ऐसे कर्मचारियों को उक्त कायदों से अविक्त अनुकूल हैं जो उन्हें कर्मचार नियेप सहबद्ध वामा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अध्यन अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम के धारा 17 के उपधारा (2क) द्वारा प्रदत्त अवित्यों का प्रवोग करते हुए और भारत सरकार के अम मंत्रालय के अधिसूचना संघरण का.आ. सं 4043 तार ख 5-10-1983 के अनुसरण में और इसके उपसंहिता अनुसूच में विनिर्दिष्ट शर्तों के अवन रहते हुए उक्त स्थापन को, 29-10-1986 से नियोजित की जाने के लिए जिसम 28-10-1989 भी समिलित है, उक्त स्कीम के सभी उपवर्त्यों के प्रवर्तन से छूट देता है।

अनुसूचि:

1. उक्त स्थापन के सम्बन्ध में नियोजित प्रादेशिक भविष्य निवि आयुष गृजगत को ऐसे विवरणों द्वारा और ऐसे तरीके से तथा नियरक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार सम्बन्ध समय पर निर्दिष्ट करे।

2. नियोजित, ऐसे नियरक्षण प्रभारों का प्रत्येक भास का समाप्ति के 15 दिन के भातर संतुल्य करेगा जो केन्द्रीय सरकार, उक्त अधिनियम के धारा 17 के उपधारा (3क) के खण्ड (क) के अध्यन सम्बन्ध समय पर निर्दिष्ट करे।

3. सामूहिक वामा स्कीम के प्रदातान में, जिनके अन्तर्गत लेडाओं का रखा जाना, विवरणों का प्रदुत्त किया जाना, वीमा प्रमियम के सम्बन्ध लेडाओं का अनुरक्षण, नियरक्षण प्रभारों का सम्बन्ध आदि भी है, हीने वाले सभी अवरों का बहुत नियोजित द्वारा किया जाएगा।

4. नियोजित, केन्द्रीय सरकार द्वारा दश अनुमोदित सामूहिक वामा स्कीम के नियमों के एक प्रति, और जब कम उनमें लंगोशन किया जाए, तब उस संशोधन के प्रति तथा कर्मचारियों के अनुसंधान का भाषा में उक्त का सुधार स्थापन के द्वृचनपट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचार, जो कर्मचार भविष्य निवि का उक्त अधिनियम के अध्यन छूट प्राप्त किया स्थापन के अधिष्य निवि का पहले ही सदस्य है, उसकी स्थापन में नियोजित किया जाता है तो नियोजित सामूहिक वामा स्कीम के सदस्य के रूप में उक्त नाम तुरन्त दर्ज करेगा। और उसकी बाबत आवश्यक प्रीवियम भारतीय जनन वामा नियम को सम्बन्ध करेगा।

6. यदि सामूहिक वीमा स्कीम के अध्यन कर्मचारियों को उपलब्ध कायदे बढ़ाये जाते हैं तो, नियोजित उक्त स्कीम के अध्यन कर्मचारियों को उपलब्ध कायदों में सम्मिलित रूप से बढ़ायी की जाने का व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक वामा स्कीम के अध्यन उपलब्ध कायदे उन कायदों से अविक्त अनुकूल हों, जो उक्त स्कीम के अधिन अनुज्ञेय हैं।

7. सामूहिक वामा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचार के मृत्यु पर इस स्कीम के अध्यन सम्बन्ध रहने उस स्कीम से कम है जो कर्मचार को उक्त दिन में संन्देश होता, जब वह उक्त स्कीम के अध्यन होता तो, नियोजित कर्मचार के विविध वारिय नामनिर्देशितों को प्रतिक्रिय के रूप में दोनों रहनों के अन्दर के बाबत रकम का सन्दाय करेगा।

8. सामूहिक वामा स्कीम के उपवर्त्यों में कोई भी लंगोश, प्रादेशिक भविष्य निवि आयुषक गृजगत के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ विसी संश्वेत से कर्मचारियों के हित पर प्रतिक्रिय प्रश्वाव पड़ने की समाजता हो वहाँ, प्रादेशिक प्रोविड निवि प्राप्ति, अपना अनुमोदन द्वेष से पूर्व कर्मचारियों का आवाज इंडिगो साझ करने का एनियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के हरनवारे, आरोग्य जारी रखा नियम की उस सामूहिक वीमा स्कीम के जिस स्थापन नहीं वारा बुल है, अधीन नहीं रह जाते हैं, या इस स्कीम के अंगों कर्मचारियों को प्राप्त होने वाले फायदे किसी रोति से कम हो जाते हैं, तो वह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजित आरोग्य जारी रखा नियम द्वारा नियत तारीख के भीतर प्रोविड का सम्बन्ध होतो तो प्राप्त रहता है, और पालिसी को व्यवहार हो जाने दिया जाता है तो यह छूट रह की जा सकती है।

11. नियोजित द्वारा प्रोविड के सम्बन्ध में हित रहना अनुरोध सो दशा में, उन मृत सदस्यों के नामनिर्देशितों वा विवेत वारियों लो जो यदि यह छूट न दी गई होती तो उक्त स्कीम के बताते होते, वीमा कायदों के सम्बन्ध का उत्तरदायित्व नियोजित पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को सम्बन्ध पर भारतीय जोन नियम, वीमा राय के इन्डिया नामनिर्देशितों/विविध वारियों को उक्त राय का सम्बन्ध तत्वता से और प्रत्येक द्वारा में हर प्रकार से पूर्ण दावे का प्राप्ति न इन नामों के भीतर सुनियुक्त करेगा।

[संख्या एस-35014/186/83-पी.एफ.-2 एस एस-II]

MINISTRY OF LABOUR

New Delhi, the 7th May, 1986

S.O. 2058.—Whereas Messr. Gujarat State Fertilizers Company Limited, P.O. Fertilizers Nagar, District Vadodara, (GJ/5238) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4045 dated the 5-10-83 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-10-86 upto and inclusive of the 28-10-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/186/83-PF.II(SS-II)]

कांगड़ा 2059.—मैसर्ट हिमाचल प्रदेश को-ऑपरेटिव राज्य सेक्युरिटीज मेंट मेंट लिमिटेड, वि माल, शिमला-171001 (एच०एस०/87) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपचारा (2क) के प्रधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के ग्राहीन जीवन बीमा के रूप में जो भावया उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक प्रभुकूल हैं जो उन्हें कर्मचारी नियोग सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उपयोग हैं;

अतः केन्द्रीय सरकार, उक्त स्थापन की धारा 17 की उपचारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिसूचना संख्या कांगड़ा 2322 तारीख 6-5-1983 के अनुसरण में और इससे उपावद्ध अनुमती में विनिर्दिष्ट शर्तों के ग्राहीन रहते हुए उक्त स्थापन को, 21-5-1986 से तीन वर्ष की अधिक के लिये जिसमें 20-5-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुमती

1. उक्त स्थापन के संबंध में नियोग प्रावेशिक भविष्य निधि आयुक्त चष्टीगढ़ को ऐसी विवरणों देंजेगा और ऐसे लेखा रखेगा तथा नियोजक के लिये ऐसी सुविधायें प्रशान करेगा जो केन्द्रीय सरकार समय-समय पर निर्विण्ठ करे।

2. नियोजक, ऐसे नियोजक प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपचारा (3क) के अनुष्ठान (क) के ग्राहीन समय-समय पर निर्विण्ठ करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके इन्तर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अनुसरण, नियोजक प्रभारी का सन्धाय ग्राही भी है, होने वाले सभी घट्यों का बहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा प्रभुमोक्षित सामूहिक बीमा स्कीम के लियाँ की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति सभा कर्मचारियों की गहुसंदेय की भाषा में उसको भूल्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रविष्ट करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के ग्राहीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरस्त बदल देगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को प्रभाव न करेगा।

6. यदि सामूहिक बीमा स्कीम के ग्राहीन कर्मचारियों को उपलब्ध फायदे देकर्ता जाते हैं तो, नियोजक उक्त स्कीम के ग्राहीन कर्मचारियों को उपलब्ध फायदों में समुक्ति रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिये सामूहिक बीमा स्कीम के ग्राहीन उपलब्ध फायदे उन फायदों से अधिक प्रभुकूल हों, जो उक्त स्कीम के ग्राहीन उपयोग हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के ग्राहीन सम्बेद रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के ग्राहीन होता तो, नियोजक कर्मचारी के विविध वारिस/नामिनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त चष्टीगढ़ के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल

प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुना है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता और पालिसी को व्यगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किये गये किसी व्यक्तिका की दशा में, उन भूत सदस्यों के नामनिर्देशितों या विविध वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तराधित नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हकदार नामनिर्देशिती/विविध वारिसों को उस राशि का सन्दाय तत्प्रता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/120/83-पी.एफ.ओ-II (एस.एस.-II)]

S.O. 2059.—Whereas Messrs The Himachal Pradesh Co-operative State Land Development Bank Limited, The Mall, Simla-171001 (HL/87) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) herein-after referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2322 dated the 6-5-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 21-5-1986 upto and inclusive of the 20-5-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Chandigarh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Chandigarh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/20/83-P.F.II(SS-II)]

का० आ० 2060.—मैरेसें कलिशा स्टोल आनंद सोजिला रोड, बल्लभ विद्यानगर-388120 (जी-जे 6917) (जिसे इसमें इसके पश्चात् उस स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रबोंे उआव्ह अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उस अधिनियम कहा गया है) की धारा 17 की उआव्ह (2) के अवैत छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समावान हो गया है कि उस स्थापन के कर्मचारी किसी पृथक अभियाय या प्रीमियम का सन्दाय किये जाते हैं, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कारपा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुरूप हैं जो उन्हें नावारो निक्षेप सहबद्ध बीमा स्कीम, 1976 (यिन्हे इसके पश्चात् उआव्ह कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उसन प्रवितियम की धारा 17 की उपचारा (2क) धारा प्रदत्त शर्कितों का प्रयोग करते हुए योग्याता विभाग के अम मंत्रालय की अधिसूचना संख्या कांग्रा 3956 तारीख 1-10-1983 के अनुसरण में और इससे उपचार अनुकूली में निर्दिष्ट गति के प्रयोग रहते हुए उक्त स्थापन को 22-10-1986 से तीव्र वर्ष की अवधि के लिये जिसमें 21-10-1989 भी समिलित है, उक्त स्थापन के सभी उपचारों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक अधिक्षिण नियम आयुष्ट गुजरात की ऐसी विवरणिया भेजेगा और ऐसे लेखा रखना तथा निरीक्षण के लिये ऐसी सुविधाये प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की भवानि के 15 दिन के भीतर सम्बाध करेगा जो केन्द्रीय सरकार, उस विभाग की धारा 17 की उपचारा (उक्त) के खण्ड (क) के प्रयोग समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके पांडा भोगां का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा चार्जिंग ना दिया लेखाओं का अनुसरण, नियोजन प्रभारों का संबन्ध आदि भी है, तो वारे सभी घटयों का बहुत नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित नामूदिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसे नंगारा दिया जाता है तब उस संशोधन की प्रति स्थापन कर्मचारियों को अनुदान की भावा उसकी मूल्य भारतीय अनुकूल गति विभाग द्वारा करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय गोदा भावा दिया जाता है।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भवित्व नियम का या उक्त प्रवितियम के प्रयोग छूट प्राप्त किये थाएँ जो उक्त विभाग में ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नया उपचार विभाग करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय गोदा भावा दिया जाता है।

6. यदि सामूहिक बीमा स्कीम के प्रयोग कर्मचारियों को उत्तराधीन फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के प्रवाह विभागित को उपलब्ध कायदों में सम्मुचित रूप से वृद्धि की जाने की व्यवस्था नहीं जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम न प्राप्त न हो। यदि उन कायदों से अधिक अनुकूल हों, जो उक्त स्थापन के अधीन अनुदान हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, तो विभाग कर्मचारी की मूल्य पर इस स्कीम के प्रयोग सम्बन्ध रकम उत्तराधीन से कम है जो कर्मचारी को उस बात में सम्बद्ध होता जरा रुपरुप के अधीन होता है, तो, नियोजक कर्मचारी के विभिन्न वारिन गोदीगोदा को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संबन्ध करेगा।

8. सामूहिक स्कीम के आधारों में कोई भी नंगारा, दिया जायेगा अनुकूल गति के पूर्व अनुमोदन के लिया नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के लिये नया प्रतिकर पड़ने की संभावना हो वहाँ, प्रादेशिक भवित्व आयुक्त, भारत अनुमोदन देने से पूर्व कर्मचारियों को प्राप्त इनियोजन धारा 17 के अनुकूल अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवा बीमा नियम की उत्तराधीन बीमा स्कीम के जिसे स्थापन पड़ते भारत बुला है, अधीन नहीं रह जाते हैं, या इस स्कीम के प्रयोग कर्मचारियों को प्राप्त

होने वाले कारबैंड फिरो रोटी में रहा जाता है, तो यह दूर दूर जा सकती है।

10. यदि फिरो कारबैंड, नियोजन संस्थान जीवा बीमा नियम द्वारा दिया गया नियोजन के नाम अनुमोदन न होता रहा तो यह दूर है, और आदेशों का आयुक्त द्वारा दिया गया दूर है तो यह दूर जा सकती है।

11. नियोजन विभाग विभाग के नाम दिया गया अधिक्षिण की बात में, उन मूल सदस्यों के नामिनिर्देशितियों या विविध वारिसों को जो यदि यह, दूर न हो गई होती तो उक्त स्थान के अन्तर्गत होती होती, बोका कारबैंड न नाम दिया गया तो उक्त स्थान के अन्तर्गत होती होती।

12. इस स्कीम के अंतर्गत आया वार नियोजन दिया गया दूर है और आयुक्त जीवा नियम, वानकुत्र राया के दूर विभाग द्वारा दिया विभिन्न वारिसों को उस राया का नाम नाम दिया गया विभिन्न वारिसों का उस राया का नाम नाम दिया गया में है प्रत्यक्ष संयुक्त रूप से वारिसों द्वारा दिया गया दूर विभिन्न वार कराया।

[प्रधा दृ० ३५०१४ १४३ ८३-८८ दृ० २-८] [८-II]

S.O. 2060.—Whereas Messrs Kanisha Steels, Anand Shijitra Road, Vantabaviya Nagar-388120 (GJ/0917) hereinafter referred to as the said establishment have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3956 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a further period of three years with effect from 22-10-1986 upto and inclusive of the 21-10-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Wherever an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his

establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employers, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/48/83-PF-II(ES-II)]

का. प्रा. 3061.—मैमर्से गुजरात स्थीत दृष्टव्य तिविड़ि, वैर आफ हन्डिया विलिंग, भाद्रा, शहदाबाद (जो. जे./4473) (जिसे इसमें हमके पश्चात उक्त स्थान कहा गया है), ने कर्मचारी भविष्य निधि और प्रकार्ण उत्पत्त अधिनियम, 1952 (1952 रा 19) (जिसे इसमें हमके पश्चात उक्त अधिनियम कहा गया है) की भाग 17 की अध्याग (2क) के अधीन सूट दिए आने के लिए आवेदन दिया है;

श्री वेन्टीय गुरकार का समाधान दी गया है कि उक्त अध्याग के कर्मचारी किसी पृथक अधिनियम या अधिनियम का सन्दर्भ किए बिना भी, भारतीय जीवन वीमा नियम की नींव वीमा की सापूढ़िक वीमा स्कीम के अधीन जीवन वीमा के रूप में जो फारा उठ गए हैं वे ऐसे कर्मचारियों को उन फायदों वे अधिक अनुकूल हैं जो उन्हें कर्मचारी नियोग सम्बन्धीय वीमा स्कीम, 1976 (जिसे इसमें हाले पारा 17 का रकीम कहा गया है) के अधीन गये हैं;

इतः वेन्टीय गुरकार, उक्त अधिनियम की भाग 17 की अध्याग (2क) का प्रवेश अनियों का प्रयोग करके हुए श्री गुरकार के अम संसाधन की अधिनियम संडेश का आ 3968 तारीख 1-10-83 वे अस्त्रण में श्री इसे उपोष्ठ अनुसूची में विनिर्दिष्ट शर्तों के अधीन

रखे हुए रक्त स्थान को, 22-10-1986 से तो वर्ष की अवधि के लिए फिर्मे 21-10-1989 ती समिनित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से मूट देती है।

आग्रही

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रशिक्षण भविष्य निधि अधिनियम गुरुत्व की दिए विवरणों में रोगी और दो दो वेता वर्ग वाला निर्दिष्ट के लिए दोनों सुधित्राएं पढ़त करेगा जो केवल सरकार परासमय पर विनिर्दिष्ट करे।

2. नियोजक, दोनों विवरणों का प्रत्येक मात्र को सम्बिन्दि के 15 दिन के भीतर संकल्प करेगा जो केवल सरकार, 1952 अधिनियम की भाग 17 की अध्याग (3क) के अध्य (क) के विरोध मामला पर विनिर्दिष्ट करे।

3. सामूहिक वीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखामी का रखा जाता, विशेषज्ञों का प्रस्तुत किया जाता, वीमा अधिनियम का सन्दर्भ लेखामी का पन्द्रह, निरोगी प्रभावों का सन्दर्भ आदि भी हैं, होने वाली तीनों जो वहां विनाश द्वारा होता है।

4. नियोजक, दोनों वर्गों द्वारा विनिर्दिष्ट पारुदृढ़ वीमा फीस के नियमों की एक प्रति, और जग करो उनमें संगोष्ठीत किया जाए, इब उस संघोषन की प्रति वाला कर्मचारियों को विनिर्दिष्ट हो जाएगा तथा वाला में उसकी मूल्य वाली का प्रतुदाद, स्थान के सूचना-पट्ट पर प्रसिद्ध करेगा।

5. यदि कोई दोनों कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के शब्दीन छूट प्राप्त कियी स्थान की भविष्य निधि का पहुँच ही नहूँ है, उसके स्थान में नियोजित विवरण जाता है तो नियोजक सामूहिक वीमा स्कीम के सन्दर्भ के रूप में उत्ता नाम उत्ता हजार करेगा और उनकी वाला आवश्यक ग्रीष्मियम भारतीय जीवन वीमा नियम को नहूँ ले लेगा।

6. यदि सामूहिक वीमा स्कीम के अधीन कर्मचारियों को उत्तव्य कायदे लगाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बूद्धि रूप से बढ़ियों की जाने की अवसरा करेगा जिससे कर्मचारियों के लिए सामूहिक वीमा स्कीम के अधीन उत्तव्य कायदे लग फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक वीमा स्कीम में किसी वाल के होते हुए जो 10-11 कर्मचारी की मूल्य पर इस स्कीम के अधीन संदेश रखन उत्त रक्त के बम हैं जो कर्मचारी को इस वाल में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारिस/तामनीर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दर्भ रखेगा।

8. सामूहिक स्कीम के उत्तरों में कोई सींगारा, गारोह भविष्य निधि विनिर्दिष्ट गुरुत्व के विरो नहीं किया जाएगा और जहा हिसी संताना वे हार्डिंगों के लिए पर रतिहूत प्रभाव पहुँच वी मधावना ही वाल, भारतीय भविष्य निधि प्राप्ता, वारा प्रत्योगिता देते से पूर्व कर्मचारियों का विवर वृद्धिकोण सम्प्रद करते का युक्तियुक्त गवाह देता।

9. यदि किसी कारणवश, स्थान के कर्मचारी, भारतीय जीवन वीमा नियम की उक्त सामूहिक वीमा स्कीम के जिसे स्थान पहुँच आता वह है, अस्ति नहीं रह जाते हैं, या उक्त स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले काप्रति जो रोति से कर हो जाता है, तो 10-11 रक्त की जा सकती है।

10. यदि किसी काश्चरण, नियोजक भारतीय जोड़न बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दर्भ करते में प्रवर्तन रहता है, तो पालिती को व्यापक हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दर्भ में किए गए किसी अविकल्प की दशा में, उन भूत सदस्यों के नामनिरेखितियों या विविध वालिसों को जो यदि यह छूट न की गई होती तो उन स्कीम के प्रत्यनीं होते, बीमा कायदों के सन्दर्भ का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के ग्राहीन आने वाले किसी सदस्य की मरण होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कदार नामनिरेखितों/विविध वालिसों को उन राशि का सन्दर्भ नवलास से और प्रत्येक दशा में हर प्रकार से पूरी बातें की प्राप्ति के एक मात्र के बारे में युक्तिविवर करेगा।

[संख्या एन-35014/160/83-पी.एफ.-2/प्र.ए.1-2]

S.O. 2061.—Whereas Messr. Gujarat Steel Tubes Limited, Bank of India, Building, Bhadra, Ahmedabad (GJ/4473), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3968 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-10-1985 upto and inclusive of the 21-10-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/160/83-PF.II(SS.II)]

का.प्रा. 2062:—मैसरें एमसार प्रार्बेट नियमिति 47, लक्ष्मीबाई नगर, इंडस्ट्रीयल एस्टेट, इन्डोर 452006 (एम.पी./1437), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोर्ज उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की घारा 17 की उपधारा (2क) के ग्राहीन छूट दिये जाने के लिए प्रावेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या संदाय किये दिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रधान जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कार्यदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप संबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के ग्राहीन उक्त अधिनियम हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपधारा (2क) द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए और इसमें उपाय अनुकूली में विनिश्चित राती के ग्राहीन रहते हुए, उक्त स्थापन को तीन वर्ष की प्रवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राविधिक अधिकारी, सभ्य प्रदेश को एसी विवरणिया सेलेज और ऐसे सेल्स एक्सेल

तथा नियोजक के लिए ऐसी सुविधायें प्रशान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा-17 की उपधारा (3क) के बंध (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशान में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा श्रीमियम का संदाय, लेखाओं का अन्तर्णाल, नियोजन प्रभारों संदाय आदि भी है, होने वले सभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा प्रत्येक सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंघ्या की भाषा में उसकी मुख्य वारों का प्रमुखात्मक स्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त प्रधिनियम के अधीन कृप्त प्राप्त किए गये स्थान की भविष्य निधि का पहले ही सदस्य है, उसके स्थान में नियोजन किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी बाबत भावशक्ति श्रीमियम भारतीय जीवन बीमा निगम को संबोध करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे मिलते जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बुद्धि रूप से बुढ़ि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से प्रधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संधेय रकम उस रकम से कम है जो कर्मचारी को उस दस्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारिस/नाम निर्देशिती को प्रतिक्रिया के रूप में शोरों रकमों के अन्तर के अन्तर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अमूमोनद के छिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थान के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थान पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत सारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, श्रीमियम का संदाय करने में असफल रहता है और पांचिमी को अपगत हो जा दिया जाता है तो, लट्ट रद्द की जा सकती है।

11. नियोजक द्वारा श्रीमियम के संदाय में किये गये किसी व्यक्तिकम की दशा में उन मृत गदरस्यों के नाम निर्देशितीयों या विविध वारिसों को जो यदि वह कृप्त न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तराधिक्षित नियोजक पर होगा।

12. उक्त स्थान के संबन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सवस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितीयों/विविध वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संस्था एस-35014(158)/86-पी.एफ.-2-एस.एस-2]

S.O. 2062.—Whereas Messrs. Amsar Private Limited, 47, Laxmibai Nagar, Industrial Estate, Indore-452006 (MP) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provision of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/158/86-PF.II(SS-II)]

का.पा. 2063.—मैमर्स कट्टवोमान द्वाम्पोर्ट कारपोरेशन, बलारपैट तीर्हलेलबेळी-3, (टी.एन./7948) (जिससे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए मार्गदर्शन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारों किसी पृथक् अभियाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कापाता उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विक्रेप सहनद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुग्रह हैं;

एस: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए और भारत सरकार के अमंत्रालय की अधिसूचना संख्या कांप्रा. 2727 तारीख 7-7-1982 के अनुसारण में और इससे उपायद अनुसूची में विविध शर्तों के अधीन रहते हुए उक्त स्थापन को 24-7-1985 से तीन बर्ष की अवधि के लिए जिसमें 23-7-1988 भी सम्मिलित है, उक्त स्कीम के अभी उपबन्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रावेशिक भविष्य निधि आयुक्त अमिलमासू, को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं पश्चात् करेगा जो केन्द्रीय सरकार समय-समय पर निर्विष्ट करे।

2. नियोजक, ऐसे विवरण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के समय-समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अधीन लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी घब्बों का बहु नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक गति, और जब कभी उसमें मंशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की अनुसंधान की भाषा में उसकी मुद्य बातों का इन्तजार, स्थापन के सूचना-पृष्ठ पर प्रवर्णित करेगा।

5. यदि कोई ऐसा दर्शनार्थी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्त है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के संवर्धन के रूप में उसका नाम तुरन्त बर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ावे जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बुद्धित रूप से बढ़ि जो जाने की व्यवस्था करेगा जिसमें कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त अमिलमासू, के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवधारणा देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना लुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले किसी रीति से कम हो जाते हैं, तो यह छूट रह जी जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियस तारीख के भीतर प्रीमियम का संदाय करने में भ्रसफल रहता है, और पालिसी को अपग्रेड हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मूल सदम्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कापातों के संदाय का उत्तरदायिक नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी संवर्धन की मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तपश्च से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक भास के अंतर सुनिश्चित करेगा।

S.O. 2063.—Whereas Messr. Kattabomman Transport Corporation, Vannarpet, Thunavelli-3 (TN) 7948 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2727 dated the 7-7-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from all the provisions of the said Scheme for a further period of three years with effect from 24-7-1985 upto and inclusive of the 23-7-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/155/86(SS-II)]

का०आ० . 2064 :—मीसं ए स्कोर्ट्स लिमिटेड, आटोमोटिव इंडियन, बहाबुगढ़, पटियाला (पी.एन/1265) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपकार मध्यनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त मध्यनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिकार्य या प्रीमियम का सन्दाय नियंत्रित नहीं किया जायेगा और स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी नियम सहबद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन प्रभुत्य हैं।

अतः केन्द्रीय सरकार, उक्त मध्यनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम संदाय की अधिसूचना मंड़ा का०आ० 913 तारीख 8-2-1982 के प्रन्तरण में ओर इससे उपाधि अनुमूली में विनियिष्ट गतों के प्रधीन रहते हुए उक्त स्थापन को, 27-2-1985 से तीन वर्ष की अवधि के लिए जिसमें 26-2-1985 सी समिति है, उक्त स्कीम के सभी अवधियों के प्रवर्तन से छूट देती है।

मनुसूची

1. उक्त स्थापन के गम्भीर प्रारंभिक भविष्य निधि प्रान्तु पंजाब की लैंगि विवरणियाँ जैसे लैंगि रखेगा तथा विरोधण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर नियिष्ट करे।

2. वियोजन, ऐसे नियोजन प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर सम्भाय करेगा जो केन्द्रीय सरकार, उक्त मध्यनियम की धारा 17 की उपधारा (3क) के बाण्ड (क) के अधीन समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके असंगत लेखाभारों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सम्भाय, लेखाभारों का प्रभासन, विरोधण प्रभारों का सम्भाय आदि सी है, होने वाले सभी व्ययों का वहन मियोड़क द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए,

उस संशोधन की प्रति तथा कर्मचारियों की बहुमंड्या की साथा में उसकी मुद्रा व तो का अनुशासन, स्थापन के सुचना-पट पर प्रशंसित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक समूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बहुमंड्या भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बड़ापे जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से शृंखि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए समूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. समूहिक बीमा स्कीम में किसी बत्त के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दाया में सन्देश होती जब वह उक्त स्कीम के अधीन दोनों तो, नियोजक कर्मचारी के विधिक वरिष्ठतामिलियों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बावजूद रकम का सन्देश करेगा।

8. समूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि या पूर्ण पंजब के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी अनुमोदन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते हीं तो उस दाया में समावित हो जाते हैं, प्रावेशिक भविष्य निधि अ.पु.क, अपना अनुमोदन देने से पूर्ण कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का पुकार्य व्यवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन सही रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तरीके के भीतर प्रीमियम का सन्देश करने में असफल रहता है, और पालिसी को व्यवस्थित हो जाने दिशा जाता है तो यह छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्देश में किए गए किसी अविकल्प की दाया में, उन पूर्ण सदस्यों के नामानिलियों या विधिक वालिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्भूत होते, बीमा कायदों के सन्देश का उत्तराधिक नियोजक पर होगा।

12. इस स्कीम के अधीन अन्ने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत रुपि के हकदार नामानिलियती/विधिक वालिसों को उस रुपि का सन्देश तत्परता से भी प्रत्येक दाया में हर प्रकार से पूर्ण दर्जे की प्राप्ति के एक मात्र के भीतर सुनिश्चित करेगा।

[संख्या एस--33014(156)/86-एस.एस.-II]

S.O. 2064.—Whereas Messrs Escorts Limited, Automotive Division, Bahadurgarh, Patiala (PN/1265) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable

to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in consultation with the nomination of the Government of India in the Ministry of Labour, S.O. 913 dated the 8th February, 1985 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 2nd February, 1985 upto and inclusive of the 20th February, 1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such returns for inspection by the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (2) of subsection (2A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, collection of returns, payment of insurance premium, claims on accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reasons, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/156/86-PF. II (SS. II)]

कांडा. 2065.—मैसरें भारती पेट्रोकेमिकल्स इंडस्ट्रीज प्राइवेट लिमिटेड, 10/9, जी.आई.डी. सी. एस्टेट, वटवा, अहमदाबाद (जी. नं./11113) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिनियम या अधिनियम का सम्बाय किए विद्या ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी नियोप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुजेय हैं;

इतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत अक्षियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिनियमना संक्षया कांडा. 4264 तारीख 26-11-1982 के अनुसरण में और इससे उपायद्य अनुसूची में विनियोग सर्तों के अधीन रहते हुए उक्त स्थापन को, 18-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 17-12-1988 भी सम्मिलित है, उक्त स्कीम के तभी उपलब्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रावेशिक भविष्य निधि अधिकृत, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा नियोजन के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर लियिष्ट करे।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सम्बाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड(क) के अधीन समय-समय पर लियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा अधिनियम का सम्बाय, लेखाओं का अन्तरण, नियोजन प्रभारों का सम्बाय आदि भी है, होने वाले सभी अधियों का अनुयोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुक्त वालों का अनुवाद, स्थापन के सूचना पट्ट पर प्रविधित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त अर्ज करेगा और उसकी भावत आवश्यक प्रेमियम भारतीय जीवन बीमा नियम को सम्बन्ध करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से धूम्रिय की जाते ही अवस्था करेगा।

जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उस फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सम्बद्ध रकम उस रकम से कम है जो कर्मचारी को उस दशा में सम्बद्ध होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारिस/नामनिवैक्षिती को प्रतिकर के रूप में वोनों रकमों के इस्तर के बराबर रकम का सम्बाय करेगा।

8. सामूहिक स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि अधिकृत, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभायना हो रही है, प्रावेशिक भविष्य निधि अधिकृत, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना अधिकोण स्पष्ट करने का युक्तियुक्त ग्रवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना भुक्ता है, अधीन नहीं रह जाते हैं, या उक्त स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम वारा नियत तारीख के भीतर भीमियम का सम्बाय करने में असफल रहता है, और पालिसी को व्यवहार हो जाने विद्या जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा अधिनियम के सम्बाय में किए गए किसी व्यतिक्रम की दशा में, उन भूत सदस्यों के नामनिवैक्षितीयों या विविध वारिसों को जो यदि यह, छूट म वी गर्ज होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सम्बाय का उत्तराधिकार नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, भीमाकृत राशि के द्वितीय नामनिवैक्षिती/विविध वारिसों को उस राशि का सम्बाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(159)/86-एस.एस. (2)]

S.O. 2065.—Whereas Messrs Aarti Petro Chemicals Industries Private Limited, 10/9, GIDC Estate, Vatva, Ahmedabad, (GJ/11113) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4264 dated the 26th November, 1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18th December, 1985 upto and inclusive of the 17th December, 1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. आ. 2066.—मेसर्सं बालचन्दनार इल्लस्ट्रीज लिमिटेड, मशीन टूल डिवीजन (कोपर) विन्वाड, पुणे-411019 (जो पहले कोपर हॉली नियरिंग लिमिटेड के नाम से था) जिसमें इसकी (1) विश्वावत पुणे-19 और (2) 654 बे.एम. बोर्ड, पुणे पर स्थित शाखाएं समिलित हैं (एम. एच./2814), (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि प्राप्ति प्रक्रिया उपचान्द्र अधिनियम, 1952 (1952 का 19) जिसे इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपचारा (2क) के अधीन छूट दिए जाने के लिए प्रावेदन किया है।

आर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् प्रधिकार या प्रीमियम का सम्बन्ध किए दिया ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से प्रधिक प्रत्यक्ष हैं जो उन्हें कर्मचारी नियोग संबंध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुकूल हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपचारा (2क) द्वारा प्रदत्त अधिकारियों का प्रयोग करते हुए आर केन्द्रीय सरकार के अमंत्रित संबंध की प्रधिकूचना संघर्ष का. आ. 4265 तारीख 26-11-1982 के अनुसरण में और इससे उपावद अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 16-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 17-12-1988 भी समिलित है, उक्त स्कीम के सभी उपचारों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि अनुसूचना द्वारा दिये गये और ऐसे लेखा रखेगा तथा नियोजन के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर नियिष्ट करे।

2. नियोजक, ऐसे नियोजन प्रभारी क. प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दर्भ करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपचारा (2क) के अधीन समय-समय पर नियिष्ट करे।

3. भासूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखार्थी का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सद्वय लेखार्थी का अन्तर्गत, नियोजन प्रभारी का सन्दर्भ यादि भी है, होने वाले सभी अवधियों का बहन नियोजन द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सम्बूहिक बीमा स्कीम के विवरणों की एक प्रति, और जब कभी उनमें मशीन न किया जाए, तब उस संधीधन की प्रति तथा कर्मचारियों की बहुमतवाली का भावा में उसकी मूल्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रशिक्षित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन को भविष्य निधि का पहले ही सवर्य है, उक्त स्थापन में नियोजित किया जाता है तो नियोजक सम्बूहिक बीमा स्कीम के सवर्य के रूप में उसका नाम तुरन्त वर्ज करेगा और उसकी बाबत भावशक प्रीमियम भारतीय जीवन बीमा नियम की रामबाल करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपसम्बन्ध कायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपसम्बन्ध कायदों में सम्बूहित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपसम्बन्ध कायदे उन कायदों से प्रधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूल हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने द्वारा भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मर्देय रकम उम रकम से कम है जो कर्मचारों को उस विधा में मर्देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिवेशिती को प्रतिनियत के रूप में त्रोतों जगतों के अन्तर के बगाड़र रकम का संशोधन करेगा।

8. सामूहिक स्कीम के उपवर्त्ती में कोई भी संशोधन, प्रादेशिक भविष्य निधि आश्रम महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचे हो तो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का पुनरायुक्त अवगत देश है।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उम भास्मूहिक बीमा स्कीम के, त्रिसं स्थापन पहुँचे अप (A) चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले कार्यदे किसी रेति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर श्रीमित्यम का सन्दाय करने में असफल रहता है, और परिसी को व्यपत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा श्रीमित्यम के सन्दाय में किंवद्दन गए किसी अधिकरकम की बातों में, उन मूल मवस्तूओं के नामनिवेशितीयों या विधिक वारिसों को जो यदि यह, छूट रही गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तराधित्व नियोजक पर होता।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हक्कावार नामनिवेशितीय विधिक वारिसों को उम राशि का सन्दाय नत्परता से और प्रत्येक दशा में सूर प्रकाश से पूर्ण दर्पे की प्राप्ति के एक मात्र के भीतर सन्तुष्टिकृत करेगा।

[मंगल: एम-35014(160)/86-पी एफ-2-एस. एस-II]

S.O. 2066.—Whereas Messrs Walchandnagar Industries Limited, Machine Tool Division (Cooper) Chinchwad, Pune-411019 (Formerly Known as Cooper Engineering Limited) including its branches at (1) Chinchwad, Pune-19 and (2) 654 J. M. Road, Pune (MH/2814) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4265 dated the 26th November, 1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18th December, 1985 upto and inclusive of the 17th December, 1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Com-

missioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of account payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014|160|86-JI-SS-II]

का. आ. 2067.—‘मैसेस’ हरियाणा स्टेट भाइनर इरिगेशन ट्रस्ट कार्पोरेशन लिमिटेड प.भ. सी. औ. -66-67ए. सीटर -17-बी, चण्डीगढ़ (पी. एन) 3321) जिसे इसमें एक पश्चात् उक्त श्वापन कहा गया है) ने कर्मचारी भविष्य निधि श्रीर प्रकोर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें उसके पश्चात् उक्त अधिनियम कहा गया है) द्वारा 17 की उपबन्धा (2क) के अधीन छूट दिए जाने के लिए प्रावेदन किया है।

प्रौद्योगिकीय सरकार का समर्पण हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् प्रभिदाय या प्रोमियम का सन्दाय किए बिना ही, जीवन भीमा निगम की जीवन भीमा स्कीम की सामूहिक भीमा स्कीम के प्रधीन जीवन भीमा के रूप में जो कार्यवा उठा रहे हैं वे ऐसे कर्मचारियों को उत्तराधिकारी से प्रधिक प्रशंसन हैं जो उन्हें कर्मचारी निक्षेप सहबन्ध भीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन प्रशंसन

अतः केन्द्रीय सरकार, उक्त मध्यिनियम की धारा 17 को उपलब्धारा (२क) द्वारा प्रश्न मालिकायों का प्रयोग करते हुए और भारत सरकार के अधीन मन्त्रालय की मध्यिनूवना संज्ञा का, भा. 786 सारिख 6-2-1982 के अनुसरण में और इससे उपरान्त अनुसूची में विनिर्दिष्ट गार्टी के प्रदोषभरहटे हुए उक्त स्थापन को, 27-2-1985 से तीन वर्ष की मध्यिनि के लिए जिसमें 26-2-1988 भी सम्मिलित है, उक्त स्थीर के मध्य उपबन्धों के प्रवर्तन से छठे देतो है ।

અનુસૂચી

1. जनर स्थापन के सम्बन्ध में नियोजन प्राविधिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चिप्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर सम्पाद्य करेगा जो केवलीय सरकार, दस्त प्रधिनियम भी घारा 17 भी उप-घारा (3क) के बण्ड (क) के प्रधीन समय-समय पर निर्मित हुए।

3. सामूहिक वीमा स्कीम के प्रकाशन में, जिसके ममतर्गत लेखांशों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वीमा प्रीभियम का सन्दाय सेखांशों का ध्वनरण, तिरीकण प्रभारों का सन्दाय आदि भी है, होने वाले सभी घटकों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमेवित सामूहिक बीमा स्कीम के लियर्सों की एक प्रति, और जब कभी उनमें संवेदनशील किया जाए, तब उस संवेदनशील की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उसकी मध्य बातों का ग्रन्थावाद, स्थापन के सुविधान-ग्रन्थ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रधानिकार्य के प्रधीन कूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक समूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त वर्ज करेगा और उसकी आवश्यक प्रीभिष्य भारतीय बीमा निगम को सत्त्वन करेगा।

6. यदि सामूहिक वीमा स्फीम के अधीन कर्मचारियों को उपलब्ध कार्यदे बढ़ाए जाते हैं तो, नियोजक उत्तर स्फीम के अधीन कर्मचारियों को उपलब्ध कार्यदे में सम्बंधित रूप से बढ़ि को जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक वीमा स्फीम के अधीन उपलब्ध कार्यदे उन कार्यदों से अधिक अनुकूल हों, जो उत्तर स्फीम के अधीन प्रभावेय हैं।

7. सामुहिक बोधा स्कीम में किसी भास के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती जब वह उक्त स्कीम के अधीन होता हो, तियोगक कर्मचारी के विधिक वारिदान मनिषिता की प्रतिकर के रूप में दोनों रकमों के पास्तर के बदावर रकम का सन्दर्भ होता है।

8. सामूहिक स्कीम के उद्देश्यों में कोई भी संशोधन, प्रादेशिक परिवर्तन या वृक्ष पालन के पूर्व अनुमोदन के बिना नहीं किया जाएगा।

पहने की सभावना ही बहां, प्रावेशिक भविष्य निधि बायूकत, अपना अनु-
भोदन देने से पृष्ठ कर्मचारियों को अपना दृष्टिकोण समष्ट करने का प्रयत्न-
पूर्वक असर देगा।

9. यदि किसी कारणबद्ध स्थापन के कर्मवारों भारतीय ग्राहकों द्वारा नियम की उस भाष्यात्मक वीमा स्कीम के वित्त स्थापन रद्द हो जाए तो यह है, अप्रील तकी रद्द जाते हैं, या इस स्कीम के प्रबोधक कर्मवारियों द्वारा होने वाले काफ़ावे किसी रीति से कम हो जाते हैं, तो यह रद्द हो जाए सकती है।

10. यदि किसी कारणक्षम, नियोजक भारतीय जोड़ने वो वह तिथि
द्वारा नियत तारीख के भीतर प्रीभियम का सम्बाय करते में असफल रहता
है, और पालिसी को अप्पगत हो जाने दिया जाता है तो लूट रहे को जा-
सकती हैं।

11. नियोजक द्वारा प्रभियम के सन्तान में किए गए किसी वर्तिकम की दशा में, उन भूत सदस्यों के नामनिर्देशितियों या विधिक वरितों को जो यदि यह छूट न थी गई होती तो उन स्तोम के मन्त्रान्त होते, औ वा कायदों के सन्तान का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन धाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, भीमाकृत राशि के हक्कदार तामनिर्वित्ति/ विधिक यारिसों को उस राशि का सन्दाय तदरदाता से मोर प्रदेश द्वारा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर दूसिनिवार करेगा।

[संख्या एस-35014(157)/86-यी. एफ.-2 एस.एस.-2]

S.O. 2067.—Whereas Messrs Haryana State Minor Irrigation Tubewell Corporation Limited, SCO, 66, 67, Sector 17/B, Chandigarh (PN/3321) (hereinafter referred to as the said establishment) have applied for exemption under subsection (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 786 dated the 6th February, 1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27th February, 1985 upto and inclusive of the 26th February, 1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would have been payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/157/86-SS. III]

नई दिल्ली, 13 मई, 1986

का. आ. 2068.—सेक्रेटरीय सरकार का यह समाधान हो गया है कि इसमें उत्तराखण्ड अनुसंधी में विनिर्दिष्ट भारत सरकार के कारबाहों के कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) के अधीन उपविधित प्रभुविधाओं के सारत समरूप है;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 91क के मात्र पठित धारा 90 द्वारा प्रदत्त अनुसंधी का प्रयोग करते हुए, और भारत सरकार के अन्य मंत्रालय की अधिगृहीता संस्थाका, आ. 1420 तारीख 12 मार्च, 1984, संख्या 1120 तारीख 14-3-1984 और संख्या 4011 तारीख 3-10-1985 के अनुक्रम में, पूर्वोक्त अनुसंधी के अन्तर्में 2 में विनिर्दिष्ट कारबाहों को उक्त अधिनियम के प्रवर्तन से 1 अक्टूबर,

1985 से 30 सितम्बर, 1988 तक की जिसमें यह तारीख भी सम्मिलित है, और अधिक के लिए छूट देती है।

2.1 पूर्वोक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात्—

- (i) उक्त कारबाहों का नियोजक उस अधिकारी की बाबत जिसके द्वारा उक्त कारबाहों उक्त अधिनियम के प्रवर्तन के अधीन था (जिससे इसमें इसके पश्चात् उक्त अधिकारी कहा गया है) ऐसी विवरणियाँ, ऐसे प्रत्यक्ष में और ऐसी विविधियाँ महित, देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अधिकारी की बाबत देनी थी;
- (ii) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (i) के अधीन नियुक्त किया गया कोई तिरीक्षक या नियम का इस नियमित प्राप्तिहत कोई अन्य पदधारी,—
 - (i) धारा 44 की उपधारा (1) के अधीन, उक्त अधिकारी की बाबत यह विवरणी विविधियाँ को मत्यापित करने के प्रयोजनों के लिए, या
 - (ii) यह अधिनियमित करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा अपेक्षित रजिस्टर और ग्रामिलेख उक्त अधिकारी के लिए रखे गए थे या नहीं, या
 - (iii) यह अधिनियमित करने के प्रयोजनों के लिए कि उस अधिकारी के द्वारा, जब उक्त कारबाहों के संबंध में उक्त अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्तु उपबंधों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए समर्पक होगा,—

- (क) प्रधान नियोजक या अध्यवक्तित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या
- (ख) ऐसे प्रधान नियोजक या अध्यवक्तित नियोजक के अधिकारों में दारान्वाने, स्वापन, कार्यालय या अन्य परिसर में किसी भी इच्छित नमय पर प्रवेश करना और उसके आराधिक अधिकारी से व्यक्तियों के नियोजन और भजदारों के ध्वंशाला से संदेशित ऐसे लेख बहिर्या और अन्य दस्तावेज़ ऐसे निरंकृत या अन्य पदधारी के समय प्रत्यनुत करे और उनके पदधारी करने वे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे, या
- (ग) प्रधान नियोजक या अध्यवक्तित नियोजक को उसके अधिकारों या स्वेच्छ को या ऐसे किसी व्यक्ति को जो ऐसे कारबाहों, स्वापन, कार्यालय या अन्य परिसर में पाया जाए या ऐसे दिन, अर्थात् जिसके स्वार्थ से उक्त नियमित करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परक्षा करना।
- (घ) ऐसे कारबाहों, स्वापन, कार्यालय या अन्य परिसर में रखे गए दिन रजिस्टर लेखांकन; या अन्य दस्तावेज़ का नकल करना या उन्हें उद्धरण लेना।

अनुपूर्वी

क्रम	कारबाहों का नाम	संबंधित मंत्रालय/विभाग
1	2	3
1. मास मेलिंग प्रेस,		स्वास्थ्य और परिवार कल्याण
मास मेलिंग प्रूनिट,		मंत्रालय (परिवार कल्याण विभाग)
मधुरा मार्ग, नई दिल्ली ।		

1	2	3	1	2	3
2.	प्रात इंडिया इस्टीनेट ऑफ स्वास्थ्य और परिवार कल्याण मंत्रालय किंजिकल ऐडिशन एंड रिही- लिटेशन, मुम्बई की प्राप्तेटिक कर्मशाला ।		13.	भारत सरकार मुद्रणालय, शहरी विकास मंत्रालय कोयम्बूरु ।	
3.	गवर्नरेंट ऑपियम एंड एस्टे- वित्त मंत्रालय (राजस्व विभाग) लाइब्रेरी बम्बई, गाजोपुर ।		14.	भारत सरकार मुद्रणालय, —यथोक्त- कोट्टी ।	
4.	भूकिलयर पश्चेत काम्पलेक्स, परमाणु ऊर्जा विभाग हैदराबाद ।		15.	भारत सरकार पाठ्य-पुस्तक —यथोक्त- मुद्रणालय, चंडीगढ़ ।	
5.	कलकत्ता, मुम्बई और अब्दलपुर संचार मंत्रालय (आक्तार बोर्ड) स्थित संचार कारखाने ।		16.	भारत सरकार कोटोलियो —यथोक्त- मुद्रणालय, फरीदाबाद ।	
6.	सरकारी तार भैंडार, मुम्बई । संचार मंत्रालय (आक्तार बोर्ड)		17.	भारत सरकार पाठ्य-पुस्तक —यथोक्त- मुद्रणालय, भैंसूर-1 ।	
7.	झाक तार मोठर संकिस कर्म- संचार मंत्रालय (आक्तार बोर्ड) शालाई, मुम्बई ।		18.	लघु उद्योग सेवा संस्थान, उद्योग मंत्रालय प्रोद्योगिकएस्टेट, श्रीखाला, दिल्ली ।	
8.	प्रयोक्त उठाई घराई संरक्षण स्थल सरकेस विभाग कर्मशाला विभागापालनम, पस्त न्याय, विभागापालनम ।		19.	कोल्हापुर कुष्कुट अभिजनन कार्म कृषि मंत्रालय चंडीगढ़ ।	
9.	मीसम विज्ञान संरक्षणी कर्मशाला, विज्ञन विभाग पुणे ।		20.	बैंक नोट मुद्रणालय, देवास । वित्त मंत्रालय (प्राधिक कार्य विभाग)	
10.	ज्योडेसीय और मनुसंधान शाखा त्रिभान और प्रौद्योगिकी विभाग कर्मशाला, भारतीय सर्वेक्षण, हैदराबाद ।		21.	टिल्ही चेतावनी संगठन, जोधपुर कृषि मंत्रालय	
11.	सर्वेक्षण विवेशालय (ए.आई. विभान और प्रौद्योगिकी विभाग भार.) मुद्रण ब्रेस, नई दिल्ली ।		22.	समुद्रपार संचार सेवा वर्कशाप, संचार मंत्रालय कलकत्ता, दिग्गजी (पुणे) और ठोस्ट ।	
12.	सं. 104 (4 थी. थी.) मुद्रण —यथोक्त- समूह, भारतीय सर्वेक्षण मार्गदर्शी उत्तराखण्ड संवेदन, हैदराबाद ।				

[संख्या एस-38014/72/85-एस.एस.-I]

स्पष्टीकरण ज्ञापन

इस ज्ञापने में कूट की मंजूरी के लिए प्रार्थना-पत्र देव से प्राप्त हुआ था इसलिए कूट को भूतलओं प्रभाव देना प्रावधारक हो गया है। यह प्रमाणित किया जाता है कि कूट को भूतलओं प्रभाव देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

New Delhi, the 13th May, 1986

S.O. 2068 :—Whereas the Central Government is satisfied that the employees of the factories, specified in the schedule annexed here-to, belonging to the Government of India are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 read with section 91-A of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour No. S.O. 1420 dated the 12th March, 1984, No. 1120 dated 14-3-1984 and No. 4911 dated 3-10-85 the Central Government hereby exempts the factories specified in column 2 of the Schedule aforesaid from the operation of the said Act for a further period with effect from the 1st October, 1985 upto and inclusive of the 30th September, 1988.

2.1. The above exemption is subject to the following conditions, namely:—

(i) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act(hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(ii) Any Inspector appointed by the Corporation under sub-section (i) of section 45 of the said Act or other official of the Corporation authorised in this behalf shall, for the purposes of—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period;

Or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether any of the provisions of the said Act has been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to :—

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary ; or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time require any person found in charge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary ; or
- (c) Examine the principal or immediate employer, his agent or servant or any person found in such factory, establishment, office or other premises or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee ; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

SCHEDULE

Sl. No.	Name of the Factory	Ministry/Department concerned
(1)	(2)	(3)
1.	Mass Mailing Press Mass Mailing Unit, Mathura Road, New Delhi.	Ministry of Health and Family Welfare (Department of Family Welfare).
2.	Prosthetic Workshop of the All India Institute of Physical Medicine and Rehabilitation, Bombay.	Ministry of Health and Family Welfare (Department of Health)
3.	Government Opium and Alkaloid Works, Ghazipur.	Ministry of Finance, (Department of Revenue).
4.	Nuclear Fuel Complex, Hyderabad.	Department of Atomic Energy.
5.	Telecommunication Factories at Calcutta, Bombay & Jabalpur.	Ministry of Communications (Post and Telegraph Boards).
6.	Government Telegraph Stores, Bombay.	Ministry of Communications, (Post and Telegraph Boards).
7.	Posts and Telegraphs Motor Service Workshops, Bombay.	Ministry of Communications, (Post and Telegraph Boards).
8.	Ore Handling Plant Site Workshop, Visakhapatnam Port Trust, Visakhapatnam.	Department of Surface Transport.
9.	Metrological Workshop Poona.	Department of Civil Aviation.
10.	Geodetic and Research Branch Workshop, Survey of India, Dehradun.	Department of Science and Technology.
11.	Directorate of Survey (AIR) Printing Press, New Delhi.	Department of Science and Technology.
12.	No. 104 (4BD) Printing Group, Pilot Map Production Plant Survey of India, Hyderabad.	Department of Science and Technology.
13.	Government of India Press, Coimbatore.	Ministry of Urban Development.
14.	Government of India Press, Koratty.	Ministry of Urban Development.
15.	Government of India Text Books Press, Chandigarh.	Ministry of Urban Development
16.	Government of India, Photo Litho Press, Faridabad	Ministry of Urban Development
17.	Government of India, Text Book Press, Mysore-11.	Ministry of Urban Development
18.	Small Industries Service Institute, Industrial Estate, Okhla, Delhi.	Ministry of Industries.
19.	Central Poultry Breeding Farm, Chandigarh.	Ministry of Agriculture.
20.	Bank Note Press, Dewas.	Ministry of Finance, (Department of Economic Affairs).
21.	Locust Warning Organisation, Jodhpur.	Min. of Agriculture.
22.	Overseas Communication Service Workshops at Calcutta, Dighi (Pune) and Dhond.	Min. of Communication.

[No. S-38014/72/85-SS.I.]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का. आ. 2069:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मई, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध राजस्थान राज्य के निम्नलिखित धोन में प्रवृत्त होंगे, अर्थात्:—

धारों तरफ से निम्न प्रकार से घिर हुआ बेरहोड़ म्युनिसिपल कस्टो, इण्डिस्ट्रियल एरिया, बेरहोड़, जिला गिलबर:—

उत्तर में : राजस्थान ग्राम दहासी, रिवाली एवं मंचाल।

पूर्व में : राजस्थान ग्राम जागवास एवं किलानपुर।

दक्षिण में : राजस्थान ग्राम गोकुलपुर, खेड़की एवं खारखाड़ा और पर्याप्तम में : राजस्थान ग्राम हमीवपुर एवं नारेडा-कलान।

[संख्या एस-38013/19/86-एस.एस-1]

S.O. 2069.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th May, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Rajasthan namely:—

Municipal Town Behror, Behror Industrial Area, District Alwar Bounded:

In North by : Revenue villages Dahami, Riawali and Manchal.

In East by : Revenue villages Jagwas and Kilanpura.

In South by : Revenue villages Gokulpur, Khedki and Kharikhara and

In West by : Revenue villages Hamidpur and Nareda-Kalan.

[No. S-38013/19/86-SS-1]

का. आ. 2070:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मई, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध अधिक प्रवेष राज्य के निम्नलिखित धोन में प्रवृत्त होंगे, अर्थात्:—

“किंतूर जिले के रेनींगुटा राजस्थान मण्डल में कोडापलेम के राजस्थान ग्राम के अन्तर्गत भाने वाले गुरावर-जूपली धोन।”

[संख्या एस-38013/17/86-एस.एस.-1]

S.O. 2070.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th May, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

“The area of Guravarajupalli within the revenue village of Kothapalem in Renigunta Revenue Mandal of Chittoor District.”

[No. S-38013/17/86-SS-1]

का. आ. 2071:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मई, 1986 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध राज्य के निम्नलिखित धोन में प्रवृत्त होंगे, अर्थात्:—

“जिला उदयपुर, तहसील गिर्वा के राजस्थान ग्राम भुवाना, सुखेर, ग्राम्यरी, बेरला, चिकिलवास, लौयारा और झूर के अन्तर्गत अनेक धोन क्षेत्र।”

[संख्या एस-38013/18/86-एस.एस.-1]

S.O. 2071.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th May, 1986 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Rajasthan namely:—

“Area comprising revenue villages of Bhuwana, Sukher, Amberi, Bedla, Chikalwas, Loyara and Jhoor in Girwa Tehsil Udaipur District.”

[No. S-38013/18/86-SS-1]

तई दिल्ली, 15 मई, 1986

का. आ. 2072:—मेतस ट्रेल-विस लिमिटेड, 30-के, दुश्म नार, बम्बई-400023, (एम.एच./6054) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य भित्री और प्रकारी उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2) के अधीन कूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्याय या भ्रीमियम का सन्दर्भ किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम के सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निषेध सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुरोध हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंवालय की अधिसूचना मंड्या का. आ. 18 तारीख 6-12-1982 के अनुसार में और इसमें उपावद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 1-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 31-12-1988 भी सम्मिलित है, उक्त स्कीम के गारी उपबन्धों के प्रबंधन से कूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रावेशिक भविष्य भित्री आयुस्त महाराष्ट्र को ऐसी विवरणिया भेजेगा और ऐसे नेता रखेगा तथा निरीक्षण के लिए ऐसी युविधारं प्रदान करेगा जो केन्द्रीय सरकार ममत्यन्समय पर निर्दिष्ट करे।

2. नियोजक, तेसे निरीक्षण प्रभारी का प्रत्येक सास की समाप्ति के 15 वर्ष के भीतर सद्व्यवहार करेगा जो केवलीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अंतर्गत सम्बन्ध पर निर्णित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेन्दरओं का रखा जाता, बिरुद्धियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सम्बद्ध, लेन्दरों का अस्तरण, निरीक्षण प्रभारी का सद्व्यवहार आदि, भी है, होने वाले सभी व्यवहारों का बहुत नियोजक होगा किया जाएगा।

4. नियोजक, केवलीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों द्वारा एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उम्मीद संशोधन की प्रति अधा कर्मचारियों की बहुसंख्या की भावा में उसकी मूल्य बातों का अनुवाद, स्थापन के स्वतन्त्रपद्ध पर प्रसिद्ध करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अधिक्य निधि का या उक्त प्रधिनियम के अंतर्गत छूट प्राप्त किसी स्थापन की अधिक्य निधि का पहले ही सम्बन्ध है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सरबत्य के स्वरूप में उसका नाम तुलना इर्ज करेगा और उसकी वाचन आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्वेद करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फ्रैंड भक्ति जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फ्रैंडों में सम्बन्धित रूप से शूट की जाने से व्यवस्था करेगा जिससे फ्रैंड कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फ्रैंड वायरों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संतुल्य रूप से उम्मीद से कम है जो कर्मचारी को उम दण में संतुल्य होती जब उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिकों को प्रतिकर के स्वरूप में दोनों रकमों के प्रस्ताव के वरावर रकम का गत्वाय करेगा।

8. सामूहिक स्कीम के उपवस्थों में कोई भी संशोधन, प्रावेशिक अधिक्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो वहाँ, प्रावेशिक अधिक्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को प्रयत्ना दृष्टिकोण स्पष्ट करते का गुरुत्वयुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उम सामूहिक बीमा स्कीम के, जिस स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो वह छूट रह दी जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सद्व्यवहार करने में घसफर रहता है, और पालिसी को व्यवस्था हो जाने किया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सद्व्यवहार में दिए गए किसी अधिकार की दण में, उन मूल सरबत्यों के नामनिर्देशियों या विधिक वारिसों को जो विधि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होने वाला कायदों के सद्व्यवहार का उत्तरवायित नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सरबत्य की मृत्यु होन पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हुक्मादार नामनिर्देशिकी/विधिक वारिसों को उम राशि का सद्व्यवहार सततरता से आगे प्रवृद्ध दण में तूर प्रकार से पूर्ण वार्षि री प्राप्ति के एक साथ के गोपनीय मूल्यांकन होगा।

[लिखा गया-35014/162/86-प्र.एफ. २-एस एस-२]

New Delhi, the 15th May, 1986

S.O. 201/...—Vedas Messrs Trade-Wings Limited, 30-K Lubash Marg, Mumbai-400023 (MTI/6024) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 18 dated the 6-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-1-86 upto and inclusive of the 31-12-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insu-

rance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/162/86-PF. II (SS. II)]

का.आ. 2073.—मैसर्स डेली कालेज (मैस) इन्वौर, मध्य प्रदेश (एम.पी./3519) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रावेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो कायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी नियोप सहाय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुजेय हैं;

छात: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिकृतता संभवा का, आ. 918 तारीख 23-12-1982 के अनुसरण में और इससे उपायद अनुमोदी में विविध शर्तों के अधीन रहते हुए उक्त स्थापन को, 12-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 11-2-1989 भी मन्त्रिलिपि है, उक्त स्कीम के सभी उपलब्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के मन्त्रालय में नियोजन प्रावेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे सेवा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिताएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे नियोजन प्रभारी का प्रत्येक मास की मध्याह्नि के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अनुकूल (क) के अधीन नमय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधीनों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाधीनों का अन्तरण, निरीक्षण प्रभारी का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए,

तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सवास्य के रूप में उसका नाम सुरक्षा बंड करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सम्भव करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदों उन फायदों से प्रधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस वश में मन्दिर होती जब वह उक्त स्कीम के प्रधीन होता तो, नियोजक कर्मचारी के विधिक वार्गिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का साम्भाय करेगा।

8. सामूहिक स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि, आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बुटिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना अनुकूल है, अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यवहार हो जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सम्बाय में किए गए किसी व्यक्तिका विवरण तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और विवरणों को व्यवहार करने में असफल रहता है तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सम्बाय का उत्तरवायित नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सवास्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाहक राशि के हक्कावार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्दाय तत्परता में और प्रत्येक दशा में हर प्रकार से पूर्ण बाबत की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/161/86/एसएस-2]

S.O. 2073.—Whereas Messrs. The Daly College (Mess.) Indore, M.P. (MP/3519) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 918 dated the 23-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/161/86-PF. II (SS. II)]

का. आ. 2074 :—मैसर्स गुजरात आयूर्वेद विकास मंड़ण प्रायूर्वेद भवन, हल्कम ट्रैक्स एफ्फिल के निकट, गहगावाड़—380014 (जी. जे. /1398) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रावेतन किया है;

धौर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी जिसी पृथक अधिदाय या प्रीमियम का मन्दाय फिर दिया गया, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक प्रत्यक्ष हैं जो उन्हें कर्मचारी नियोप महबूब बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुबोध हैं।

प्रत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कियों का प्रयोग करने हुए और भारत सरकार के के अम संत्रालय की अधिसूचना संख्या का. आ. 1302 तारीख 18-3-82 के अनुसार मे श्री इससे उपायुक्त अनुशूची में विनिविष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 27-3-1985 से तीन वर्ष की प्रदूषित के लिए जिसमें 26-3-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्राविष्टिक भविष्य निधि आयूर्वेद गुजरात को ऐसी विवरणों देजेगा और ऐसे लेखा न्यूनेगा तथा निरोक्षण के लिए ऐसी सुविधाओं प्रदान करेगा जो केन्द्रीय सरकार सभी समय पर निर्विट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संस्थाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के छूट (क) के अधीन समय समय पर निर्विट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके असंगत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का मन्दाय लेखाओं का अन्तरण, नियोजन प्रभारों का मन्दाय आदि भी है, होने वाले सभी घट्टों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुशोधित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमत्याकांक्षा की भावा में उसकी मूल्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही समय है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सबस्य के रूप में उसका नाम तुर्न दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भांतीय जीवन बीमा नियम को सन्वन्ध करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे लागे जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों

को उपलब्ध कायदों में समूचित रूप से क्षमि की जाने की व्यापकता करेगा जिससे विधि व्यवस्थाओं के लिए मामूलिक वीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों में अधिक अनुकूल हों, जो एक स्कीम के अधीन अनुकूल होंगे हैं।

7. मामूलिक वीमा स्कीम में किसी व्राम के हाले हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन गठित रकम उस रकम से अधिक हो जो कर्मचारी वाले दरण में अन्तर होता तो यह उक्त रकम के अधीन होता तो, नियोजक कर्मचारी के विधिक वार्षिक भागीदारी को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बाबत रकम का सन्दर्भ करेगा।

8. मामूलिक स्कीम के उपलब्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुकूल गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की मानवता हो वहाँ, प्राविधिक भविष्य निधि आयुकूल, अपना अनुमोदन देने से पूर्व कर्मचारियों को प्रत्याना दृष्टिकोण स्थापित करने का युक्तियुक्त प्रबन्ध देणा।

9. यदि किसी कायदावधार, स्वापन के कर्मचारी, भारतीय जीवन वीमा नियम की उस मामूलिक वीमा स्कीम के लिए स्वापन पहले अपना चुका है अधीन नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाने हैं, तो यह कूट रद्द की जा सकती है।

10. यदि किसी कायदावधार, नियोजक भारतीय जीवन वीमा नियम द्वारा नियन्त्रित वारीय के भीतर श्रीमियम का सद्वाय करने में समफल रहता है, और पालिगी को व्यवहार हो जाने दिया जाता है तो कूट रद्द की जा सकती है।

11. नियोजक द्वारा श्रीमियम के सन्दर्भ में किए गए किसी अविक्रिय की दरण में, उन गृह सदस्यों के नामनिर्दिशितियों या विधिक वारियों को जो यदि यह, कूट न डी गई होनी तो उक्त स्कीम के अन्तर्गत होने, वीमा कायदों के सन्दर्भ का उत्तरदायित्व नियोजक पर होगा।

12. उस स्कीम के अधीन आने वाले किसी गदस्य की मृत्यु होने पर भारतीय जीवन वीमा नियम, वीमाकूल राशि के दृढ़दात नामनिर्दिशिती/विधिक वारियों को उस राशि का सन्दर्भ तत्परता से और प्रत्येक राशि में दूर प्रकार से उस दावे की प्राप्ति के एक साम के भीतर सूनिश्चित करेगा।

[उद्योग एम-35014/163/86-एसप्र० 2]
ए. के. भट्टाराज, अधर नियम

S.O. 2074.—Whereas Messrs Gujarat Ayurved Vikas Mandal, Ayurved Bhavan, Near Income Tax Office, Ahmedabad-380014 (GJ/1398) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1302 dated the 18-3-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 27-3-1985 upto and inclusive of the 26-3-1988.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language or the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employee under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heirs/nominees of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/163/86-PF. II (SS.II)
A. K. BHATTARAJ, Under Secy.

मई दिल्ली, 15 मई, 1986

का.आ. 2075.— श्रीधर्मिक विभाव परिवर्तनम्, 1947 (1947 कि 14) धारा 17 के अनुसार में, केंद्रीय सरकार भारतव ग्राम व तार विभाव, कानपुर के प्रबन्धताल में समझ नियोजनों और उनके कामकारी के बीच अनुवाद में निर्दिष्ट श्रीधर्मिक विभाव में केंद्रीय सरकार श्रीधर्मिक विभाव, कानपुर के पंचाट को प्रशंसित करती है, जो केंद्रीय सरकार को 31-4-86 को प्राप्त हुआ था।

New Delhi, the 15th May, 1986

S.O. 2075.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur (U.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telephone District Kanpur and their workmen, which was received by the Central Government on the 31st April, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 263 of 1985

Reference No. L-40012(26)/84-D-II(B) dated 29-8-1985

In the matter of dispute

BETWEEN

Shri Som Nath Awasthi C/o Shri Vijai Bahadur Singh
Store Line Man Moti Mohal Kanpur (Uttar
Pradesh)

AND

The Indian Posts & Telegraph Department Office of the
General Manager, Telephones, Kanpur.

APPEARANCE :

Shri S. N. Tiwari—for the workman.

Shri Navindra Narain—for Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. I-40012(26)/84-D-II(B) dated 29th August, 1985, has referred the following dispute for adjudication:

Whether the action of the General Manager Telephones Kanpur in terminating the services of Shri Som Nath Awasthi a casual Labour vide letter dated 29th July, 1984 is justified? If not, to what relief is the workman concerned entitled?

2. The government vide corrigendum dated 28th September, 1985 corrected the date of the schedule to read as 29th July, 1983 instead of 29th July, 1984.

3. It is common ground that the workman Shri Somnath Awasthi was appointed as casual labour on 1st March, 1974, under the control and supervision of General Manager Telephones, Kanpur, and his increments was from month and was never given regular employment. It is further admitted that the workman worked from March 1974 to 16th July, 1983 continuously. It is further admitted that no service record of the casual labour is maintained. It is also not disputed that the services of the workman were terminated by letter dated 25th July, 1983. It is further admitted that the applicant was served with a letter dated 29th July, 1983 send by SDO East Behari Niwas, Kanpur, intimating that the workman was removed from the muster rolls under the orders of the general manager telephones. According to the workman this removal of the name from the muster roll amounts to retrenchment and as he had completed more than 240 days of work between 1st August, 1982 to 17th July, 1983 and as no permission was taken from the government of India, Ministry of Labour as required under section 25-N of the Industrial Dispute Act 1947, nor the mandatory provisions of the same were complied with i.e. retrenchment compensation pay hence the termination is illegal. In the end the workman has prayed that the termination be declared

illegal and he be reinstated in service with full back wages.

4. The management contested the claim of the workman on the ground that the removal of the applicant's name from the muster roll does not amount to retrenchment and as such no permission under section 25-N was required and the applicant was not reengaged being surplus. It is admitted that the re-engagement of the workman was not made as he did not return for work for several dates and other casual engagements had to be made.

5. In support of its case, the workman has filed as many as 21 documents and summoned original of letters photocopy of which have been filed by the workman.

6. In the rejoinder, the workman has admitted that letter dated 29th July, 1983 duly signed by SDO was served on him in connection with the termination of his services; that the removal of the name from muster roll also amount retrenchment and non-compliance of section 25-F of the act read with section 25-N of the act render termination illegal. The workman alongwith the rejoinder has filed four documents as annexure A to D and all of which have been admitted by the management and are marked as Ext. W-15 to W-18. Ext. W-15 shows that the workman was elected as General Secretary of Telephone Mazdoor Union Uttar Pradesh. As general secretary he has requested the SDO Phones vide letter dated 24th January, 1984 to make available soap and towels to the workers. Circle Secretary of All India Telegraph Engineers Association intimated the general manager telephones Kannur that workman has been elected as deputy general secretary of the Circle. The workman has also filed the photo copy of letter Ext. W-1 signed by SDO Phones that the workman's service be terminated and he should not be allowed to work in any unit of the Kannur Circle and that orders to that effect has been passed by General Manager Telephones verbally. The workman vide letter dated 25th July, 1983, Ext. W-2, requested the management to make him known the reason for his sudden termination. The workman has further filed the letter of Sub-Divisional Officer that under the orders of the General Manager, the name has been struck off from the muster roll. It is admitted to the management vide Ext. W-4 that the workman was getting pay at the rate of 15.30 per day. Ext. W-5 is the certificate showing that the workman worked as casual labour from March 8, 1974 to July 83, total 2990 days. The management has further admitted photo copy of the letter Ext. W-2 requesting for a copy of the order dated 29th July, 1983. The workman has filed copy of the letter Ext. W-7 given by him to the General Manager on 10th November, 1983 wherein he has explained the reasons of absence from 18th July 1983 to 21st July, 1983 and to reconsider his decision to struck out his name from the muster roll. He again made a similar application on 15th December, 1983 to General Manager Ext. W-14, and as no reply was given he made a representation to the Labour Ministry and raised industrial dispute before Assistant Labour Commissioner (Central) which after negotiations resulted present reference.

7. On behalf of the management Shri Navindra Narain Sub Divisional Officer under General Manager Telephones Kanpur gave his affidavit evidence reiterating the stand taken in the written statement. In cross-examination he deposed that the workman was a casual employee and worked as casual labour in connection with the telephone work which was purely monthly work and as there was no work for him, hence his services were terminated. He admitted that the workman was engaged in March 1974 as casual labour and since then he was working. He admits that the workman worked during the period shown in Ext. W-5 and his services were never terminated by information dated 29th July, 1983. He is not able to say if the services of the workman were terminated on account of his absence from duty and that he has no document to show that there was no work for the workman and hence his services were terminated. He has further stated that for casual labour no notice is required nor was given in the present case. He admits that besides wages till 17th July, 1983 no notice or retrenchment compensation was given to the workman and that the workman worked under the General Manager Telephone and was terminated by his order.

8. On the other hand workmen filed his affidavit by way of evidence. He has averred that therein that he performed the work of grade D post employee alongwith other casual employees and was entitled to pay scale of D grade and should have been regularised as per departmental order Ext. W-2, that he had to leave suddenly on 16th July, 1983

as he left due to death of his uncle, he left the place after informing the mustering officer and on return on 22nd July, 1983, he came to know that his name had been struck off vide letter dated 18th July, 1983. Ext. W-1. He consequently made approach to G.M., gave him letters and ultimately raised industrial disputes which resulted the present reference. In cross examination he stated that he was casual labour from March, 1974 and continued till 18th July, 1983 with breaks and that no leave was given to him from the department except weekly off and national holiday. In the end he has stated that he was working like D grade employees the work of which is to repair telephones erection of telephone lines etc.

9. It is well settled that the telephone industry is a industry within the meaning of the Industrial Dispute Act. A casual workman engaged to work is group D employee after working regularly acquired a status of a temporary workman, though they are given daily wages. After working regularly for 240 days in a year they are entitled to the benefit of section 25-F of the Act in the matter of retrenchment and also 25-N in the matter of closure of industry, in the instant case instead of 25-N, 25-F would be attracted as admittedly workman worked for more than 240 days of work in one consecutive year. It is further admitted that his name was struck off from the rolls without giving him any notice pay or retrenchment compensation. Striking of name of a casual employee from the rolls also amounts to retrenchment but particularly when he has acquired temporary status for having worked regularly and that too for more than one year. In these circumstances for non-compliance of provision of section 25-F the termination would be illegal with the result that the workman will have to be reinstated in-service with full back wages. It is admitted by the management that the fresh hands were recruited as casual employee after the termination of the workman i.e. after striking out the name and the management should have given him a chance for re-employment by giving him information for being recruited. Compliance of rule 77 and 78 of the I.D. Rules Central renders termination legal but in the instant case the management has not complied with this provision of the Act which resulted in infringement of section 25-H, and the termination on that account would be illegal.

10. In H. D. Singh Versus Reserve Bank of India 1985 51 FLR page 404 page S.C. wherein it was held thus :

Where for any reason what so ever carrying under section 2(oo) are very vide and almost admitting of any exception the striking of the name of the workman from the rolls by employers amounts to termination of service and such termination is retrenchment within the meaning of section 2(oo) of the Act if effected in violent of mandatory provisions contained in section 25F and is invalid. In this case the facts need only to be stated to hold that the petitioners name who is daily rated worker had been struck off the list contrary to mandate contained in section 25F.

11. In B. Lalithakumari Versus Divisional Engineer (Cables) Telephones District Vellayambalam Trivendrum 1984(49) FLR wherein it was held :

The petitioner was a sweeper in the office of the Divisional Engineer (Cables) Telephone. When a person is appointed to do manual work for wages, whether full time or part time it is employment for the purpose of the Industrial Disputes Act. as a workman. That the post and Telegraph department is an industry has been held by the Kerala High Court in a number of decisions. This is therefore, a case where the department has acted not only contrary to the provisions of section 25F but also against the legal position repeatedly explained by this court. In as much as the petitioners termination was not in compliance with the provisions of section 25-F of the Act. It is declared that there has been no termination of service in law, that the petitioner is entitled to continue in service until her services are duly terminated in accordance with law and that she would be treated as continuing in service even today.

12. Thus in these circumstances and for the reasons discussed above I hold that the termination of the workman for non-compliance of 25-F is illegal and not justified, the result is that he is entitled to be reinstated in service with full back wages.

13. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Government for publication.

Dated 23-4-1986,

R. B. SRIVASTAVA, Presiding Officer

[No. L-40012/26/84-D.II (B)]

का.प्रा. 2076.—श्रीधर्मिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार भारतीय आवृत्ति नियम, लखनऊ के प्रबंधन सम्बद्ध नियोजकों और उनके अधिकारों के बीच प्रभुत्व में निश्चित श्रीधर्मिक विवाद में केन्द्रीय सरकार श्रीधर्मिक प्रधिकरण, कानपुर (यू.पी.) के पचाट की प्रकाशित करनी है, जो केन्द्रीय सरकार को 29-4-86 को प्राप्त हुआ था।

S.O. 2076.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur (U.P.) as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Lucknow and their workmen, which was received by the Central Government on the 29th April, 1986.

BEFORE SHRI R.B. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, KANPUR.

Reference No. L-42012/32/83/D-II/B/DIV-B/DV dt. 17-4-84

Industrial Dispute No. 39 of 1984

In the matter of dispute

BETWEEN

Shri Abdul Khalik C/o. The President Bhartiya Khadya Nigam Mazdoor Sangh No. 1 Abdul Aziz Road, Lucknow.

AND

Sr. Regional Manager, Food Corporation of India, 6/7 Habibullah Estate Lucknow.

APPEARANCE :

Shri M. Shakeel representative for the workman

Shri S.N. Nigam representative for the Management

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/32/83/D-BB(B)|D (IV)-BD(V) dt. 17-4-1984, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of FCI, Lucknow in relation to their Talkatora Depot, Lucknow, in not providing employment to Shri Abdul Khalik, Mandal with effect from 17-9-82 is justified? If not, to what relief the workman concerned is entitled to?

2. It is common ground that the workman was appointed as departmental regular labour on the post of Mandal Gang No. 2 at Food Corporation of India depot Talkatora Lucknow w.e.f. 15-6-73, alongwith 230 other labourers and that he worked for more than 240 days in continuous service in one calendar year with effect from the date of appointment i.e. 15-6-1973, that the pay scale of the workman in the grade of Mandal was Rs. 125-3-134-4-170 and other benefits as like DA ADA HRA and incentive wages were admissible to him, that there is no separate standing orders for the department except the Employment Standing Orders Act 1946. It is averred on behalf of the workman

that the management was sour with him on account of his trade union activities and that the workman after working continuously for more than one year fell ill and sent application for the medical leave which was received by the management from time to time and the leave was extended, that during the medical leave no wages were paid to him despite alleged demands that after a prolonged illness the workman wanted to resume duty from 17th Sept., 1982, when he was not allowed to join duty. The workman was continuously visiting the management place of work on which he was informed that his services were terminated by the District Manager Lucknow w.e.f. 17th September, 1982 and that as the management was not prepared to take him back in service he raised industrial dispute. He has further averred that the management wanted to take him in service as a new entrance if he gave undertaking not to claim back wages and seniority to which the workman did not agree. The workman has referred to the office order dt. 17th May, 1984 and as a result of that the workman joined duty on 18-5-84 on the same post as a newly appointed hand after completing more than 240 days of work before and as such any undertaking given by the workman cannot annul the law of the land as laid down in the Act. In the end it is prayed that the workman be reinstated in his previous service with full back wages as the termination had been illegal.

3. The management has taken the plea that after working from July, 1973 till September 1974, the workman abandoned his service and did not report till 1982, thus causing a gap of about 8 years. The management has further denied that the workman never sent any medical leave during the period, hence the question of payment of wages for the absence of the workman does not arise. The management has however admitted that the applicant gave an undertaking on 14-5-84 on the basis of which he was re-employed as a fresh appointee and according to that undertaking he has no claim in respect of his past services. On 28-5-84 while joining service the workman again gave an undertaking to give up all claim past services and that there had been no violation of section 25FG or H of the Act as he was never retrenched. The management has averred that there was no question of allowance the workman to join duty in September 1982.

4. In support of its contention the management has filed as many as 12 documents of which five namely paper nos. 1, 2, 3, 9 and 10 are admitted. The workman has filed the order of the management dt. 14/17.5.85 Ext. W-4, whereby Abdul Khalik was allowed to resume service as Mandal in the management with immediate effect subject to the condition that he shall not be eligible for any back wages and that he shall not be eligible to any financial or other benefits flowing to his past services and that he shall not claim seniority and that he must have complete 240 days during a period of 12 calendar months preceding the date and that he was not gainfully employed during the period of his absence and shall submit fitness certificate of the doctor. The management as per letter ext W-5 admitted that during the period July 1973 to September 1974 had completed 281 days. The workman has further filed medical certificate annexure 7(i) to 7(v) of Dr. M. Banerjee. Annexure 7(i) of which is dt. 17-9-74 in which the doctor certified that the workman was suffering from bleeding piles and was in his treatment from 17-9-74 and he was advised complete rest for two years. After two years on the same day another certificate annexure 7(ii) was issued on 17-9-76, for complete two years rest as the workman was still suffering from bleeding piles. On 17-9-78, the doctor issued him a certificate for complete two years rest as he was still suffering from fistula, the same doctor again gave certificate advising two year rest on 17-9-80 vide annexure 7(iii) as he was still suffering from fistula and acute weakness. The doctor has further mentioned that the patient was under his treatment from 17-9-80 and advised him complete two years rest w.e.f. 17-9-82. It does not appeal to reason why the doctor wrote that he was under his treatment from 17-9-80 when actually he was in his treatment from 17-9-74 vide certificate given and referred just above. Further this certificate given on 17-9-80 was for two years ending on 17-9-82 thus under what circumstances the doctor wrote that he advised complete rest for two years from 17-9-82.

5. On the other hand the management has filed six documents of which paper No. 1 is appointment letter dt.

14/17-5-84 which has also been filed by the workman and is marked Ext. W-4, paper No. 2 is the undertaking given by the workman on 14-5-84 agreeing not to raise industrial dispute for past services or back wages or other financial benefits or seniority. Management has further filed undertaking given by the workman on 28-8-84 Ext. M-1 the date he was given duty a fresh on the same terms and condition as given on 14-5-84. The management has filed the letter dt. 13-2-75 addressed to the District Manager whereby it was intimated that following labourers were absent without permission and in this the name of the workman appeared at serial No. 1 and period of absence is as Sept, 74 was shown therein. The management has further filed letter of union dated 24-9-74 forwarding the letter of Ajit Singh wherein he stated that the workman Abdul Khalik was not doing duty and he was working at this place since 16-9-74 and recommending that he be made tendal of gang No. 2, as the tendal of gang No. 2 working previously is not able to perform his duties. All this shows that the workman's absence was known to the union and other workmen too at whose place Ajit Singh started working and union recommended that he be made tendal in place of workman.

6. On behalf of the management Shri Nigram gave his affidavit evidence asserting case of the management set out in the written statement that the workman abandoned his service in September 1974 and did not report for duty till 1982 and no application for medical leave was received from the workman. He has proved the undertaking given by the workman on 28-5-84 which is marked Ext. M-1 and as the workman has abandoned his service he was not given notice or notice pay and his name continued till 1982 from September, 1974. He further stated that he can not say till what date his name continued in the muster rolls without looking to the records but he was re-appointed in May 1984. In the end he stated that the management had made appointment after 1974, when union represented that the workman was not coming and the workman was suffering.

7. On the other hand the workman has given evidence on affidavit and averred that he has sent leave application and medical certificate for leave to the depot Incharge Talkatora, Lucknow and also submitted fitness certificate w.e.f. 15th September 1982. It may be mentioned here that no fitness certificate has been filed by the workman. In cross examination he has stated that he suffered from fistula and piles from 74 to 82 and sent leave applications in 74 through his cousin but did not obtain any receipt of the same. He admits that he had not filed any copy of the application sent to the management during period 1974 to 1982 but no copy of the same has been filed in court. In the end he has stated that he has given undertaking after getting it read over and understanding its purports.

8. If the workman had really sent medical certificate for every two years with the leave application through his cousin he should have been examined on behalf of the workman to clarify that he gave application alongwith medical certificate and only if the workman has discharged his burden then the management should have been called upon to produce the documents or examining the witness who allegedly received the leave application. Further Dr. Banerjee should have been examined to verify that the workman was really ill for 8 years and was under his treatment and required complete rest. further he could have clarified that his certificate dt. 17-9-80, he had written that he advised complete rest w.e.f. 17-9-80 only he could have explained the assertion on behalf of the management that the entire medical certificate has been got prepared simply to justify the period of absence. Be it as it may be the law abandonment is clear, if a workman without any rhyme or reason or application remains away from the place of duty his name has to be struck off after waiting for a reasonable time. As observed earlier there is nothing to show that the workman really sent medical certificate to the management rather the letter of the union dated 24-9-74 forwarding the application of Ajit Singh paper no. 7 and 8 of the management coupled with the paper no. 6 dt. 13-2-75 intimating the District Manager that workman tendal was absenting him since 1974 shows that the management continued his name in the muster roll till atleast 13-2-75. It is on account of continued absent there can be only one presumption that the workman has abandoned his service.

I may safely refer the law laid down in *Jeewan Lal Versus Workmen AIR 1965 SC 1567* wherein it was held;

Where an employee continues to be absent for a long period of time giving rise to an inference that he has abandoned the service then this will cause a break in the continuity of service. It is always a question of fact to be decided on the circumstances of each case.

In another case *Sadool Haq. Versus Registrar Cooperative Society Bihar AIR 1974 SC page 1896* wherein it was held thus:

The petitioner applied on November 15, 1963 for leave to go to pilgrimage Makka but left without grant of leave and applied from Makka on April 27th, 1964 for extension which was never granted, it amounted to abandonment of job on account of absence or extraordinary long period.

It is true that under law an inference of relinquishment of service is not easily drawn unless from the length of absence and from the other circumstances an inference to that effect can be legitimately drawn and it can be assumed that employee intended to abandoned service, this normally requires evidence in support of this contention but where the circumstances in which such an inference could be drawn are agreed and laid down in certificate standing orders, the doctrine of long leave or consideration of equity would not apply and in such cases where the conditions mentioned in the standing orders are fulfilled, the employee would be deemed to have terminated his contract of employment and this relinquishment or abandoned as employment.

10. Thus in view of the law and discussions made above I hold that the action of the management Food Corporation of India Lucknow in not providing employment to Shri Abdul Khalil Mandal w.e.f. 17-9-1982 is justified. The result is that the workman is not entitled to get any relief from the management.

11. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Govt for its publication.

R. B. SRIVASTAVA, Presiding Officer
[No. L-42012/32/83-D.II(B)/D.V]

कानू. वा. 2077 :—श्रीधीपिक विषाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार भारतीय आब निगम, लखनऊ के प्रधानतंत्र से संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निरिट श्रीधीपिक विषाद में केन्द्रीय सरकार श्रीधीपिक प्रधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-86 को प्राप्त हुआ था।

S.O. 2077.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur (UP) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Lucknow (UP) and their workmen, which was received by the Central Government on the 30th April, 1986.

BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT KANPUR.

Reference No. L-42012/5/84-D.V.dt. 5-12-1984.

Industrial Dispute No. 221/1984

In the matter of dispute

BETWEEN

Shri Tilak and others C/o The President Bhartiya Khadya Nigam (FCI) Mazdoor Sangh No. 1 Abdul Azia Road, Lucknow.

AND

The Regional Manager, Food Corporation of India 6/7 Habibulan Estate, Lucknow.

APPEARANCE: Shri M. Shakeel for the workmen

Shri S. N. Nigam for the management

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-42012/5/84-D.V-dt. 5-12-1984, has referred the following dispute for adjudication to this Tribunal:

Whether the management of the FCI in relation to their Regional Manager, Lucknow, in not regularising the services of the unskilled workmen (listed in annexure to this Schedule) for the period from 27-9-81 to 28-2-82 with full wages and fringe benefit is justified? If not, to what relief are the workmen entitled?

2. Schedule (Annexure)

Shri Tilak son of Jawahar
Shri Maikoo Lal son of Shri Bhagwandeep
Shri Santoo son of Shri Rupan
Shri Ram Lal son of Shyam Lal
Shri Shyam Lal son of Manu Ram
Shri Uma Shanker
Shri Bhakwan Deen

3. In the annexure there are 7 names out of which first name was amended as Shri Tilak vide Ministry's corrigendum dated 1-11-85, Now the seven workmen of the schedule are as above.

4. It is common ground that except Shyam Lal and Bhagwan Deen, who according to the management never worked with them and others are unskilled workers working at the management's depot Lucknow and received their monthly wages at daily rated basis. The workman's case is that they have completed 240 days of work before their termination on 27-9-81 and were paid bonus too in that period, that the management paid them less wages and not as according to the rates given under UP Minimum Wages Act and when they raised voice through their Union the workmen were victimised and terminated with effect from 27-9-1981 without giving them retrenchment compensation or notice pay while their juniors namely Ashok Kumar Girja Nandan and several others were allowed to work, further new hands have been appointed after termination of the workman; that on the agitation by the union of the workmen, they were reinstated w.e.f. 28-2-1982 and that they have ultimately prayed that their termination be held illegal and they be allowed wages for the intervening period with continuity of service.

5. The management contended that none of the workmen completed 240 days of work. That the workmen are being paid wages under shop and commercial establishment act. It is averred that Maikoo Lal himself left attending casual at Talkatora w.e.f. 27-9-1981 who was initially engaged on 4-9-76 and always had irregular attendance. He again started coming from 27-1-82 and worked till February, 1982. It is further averred that no termination order was required as management engaged casual labour in exigency of work. In to end it is averred that the management never terminated the services of any one hence question of their reinstatement does not arise.

6. In support of its contention the management filed affidavit evidence of Shri A. C. Gupta, the then District Manager. In his affidavit he has averred that the case relates to the management PSD Lucknow, Only Santoo, Ram Lal Una-shanker worked as casual labour but they never completed 240 days of work. He has averred in the same fashion as the case is set up in the written statement by the management. He has further averred that the illegal termina-

tion from 27-9-81 to 28-2-82 is false as four of the workmen namely Ram Lal, Maikoo Lal and Umashanker attended daily wages work at management's same place of work during that period. He has given details of the number of days work in different months in September, 1981 to Jan., 1982, in support of the same he has filed photostat copy of the attendance and the payment vouchers for the different periods. He has stated that Maikoo Lal himself left the work and as other workers were also casual workers, no notice was required. In cross examination he has further stated in the case of workman Maikoo Lal that he had worked 46 days in Jan., 82 and 24 days in Feb., 82, thus there is no question for keeping him out of duty.

7. The management has filed year wise attendance of Santoo Ram Lal and Umashanker and Maikoo and the list of working days of all the four is 26-9-81. From the chart supplied by the management except Maikoo Lal the other three namely Santoo, Ram Lal, Umashanker did not complete 240 days of work in one span of year. According to para 3 of the application dt. 8-4-85 beside on attendance register Shri Santoo, Ram Lal, Umashanker and Maikoo themselves left the work and all of them had worked in January 82 and except Ram Lal all of them had worked in Feb., 1982 also. In the case of Ram Lal it is averred that after 27-9-82 he worked for 26 days in September, 16 days in October, 23 days in Nov. and 15 days in December, 1981, thus there was no question of terminating Shri Ram Lal on 27-9-1981. The management has filed payment sheet dt. 1-10-1981 for the month of September, 1981. The attendance register of September 1981 shows that 27th September was Sunday and that Maikoo Lal having worked till 26th September did not appear for work for rest of the three days of the month, it is similarly Santoo and Tilak whereas Ram Lal had appeared on 28th and was absent for two days only i.e. 29 and 30 September and he had worked for 21 days in September, 1981. In the payment sheet for Sept 1981 the work of Ram Lal has been shown for 21 days for which he was paid. The attendance of October shows that Ram Lal worked for 16 days and in November 81 Ram Lal worked for full 23 days in PSD Talkatora, Lucknow of the management and in Nov. 81 Ram Lal worked for 15 days and in Jan., 1982 workman Ram Lal worked for 12 days and alongwith him Santoo, Umashanker, Maikoo Lal had worked for 3, 3 and four days for which they were paid according to the vouchers attached.

8. In cross examination Shri A. C. Gupta has deposed that Ram Lal, Maikoo and Umashanker were working on last day of Feb., 1982. Cross of management witness was to be continued when he was transferred and Shri S. N. Nigam took charge as District Manager, he also supported the case set up in the written statement. He has corroborated the yearwise extract of attendance record alongwith letter dt. 8-4-85. He further stated that the management is paying the same rate of wages as given under UP Shop & Commercial Establishment Act and that Maikoo Lal himself left the work at Talkatora from 27-9-1981 but he had attended it for four days in Jan., 82 in February 82 for four days and in the same way Ram Lal, Santoo, Umashanker and Tilak attended the work in January and February 1982, he too stated that casual workmen are engaged as and when exigency of work arise depending upon the volume of work and that they were never terminated. He stated in cross examination that the work of Shri Tilak was of casual nature for bringing mud water and chemical and that the work being of intermittent nature i.e. whenever there is need of food grains stored casual labours are employed and that Shri Tilak and other workmen were engaged for work of relating to quality control and preservation of food grains including putting of polythene etc.

9. On behalf of the workmen only Umashanker had given his affidavit evidence and appeared in the witness box for cross examination. He has deposed that he was working as daily rated worker and have received bonus for the year 77-78 and that he had completed 240 days of work in one calendar year in Food Corporation of India and that his services were terminated on 27-9-81 and he was allowed to resume duty on 28-2-1982.

10. In cross examination he stated that his services were terminated on 26-9-81 and he was again given duty in Feb.,

1982. He has admitted that he used to get cover on the bags and worked as a technical workman in quality control section and at times he used to work for spraying and cleaning the floor, when confronted he admitted that he might have worked in January 1982 prior to 29-2-1982. The photocopy of the attendance register of February, 1982 shows that Umashanker worked for full 23 days in February 1982, and was paid 103 for 23 days work at the rate of Rs. 4.50 per day. This falsifies the stand of the workmen. Further it may be mentioned that in 1982 in the month of February 82 there was not date as 29th Feb., the last date being 28th Feb., which was a Sunday.

11. The workmen have failed to show that Shyam Lal and Bhagwan Deen ever worked in the management and have acquired any right. It has further come in evidence that all the five person namely Santoo, Ram Lal, Umashanker and Maikoo Lal and Tilak had worked during the period when workmen's case as per reference that they were kept out of employment from 27-9-81 to 28-2-82, this falsifies the stand of the workmen. The management's letter dt. 8-4-85 shows that Maikoo Lal had completed 240 day during period May, 77 to 79. Ext-W-1 shows that Umashanker too must have completed 240 days as he worked from May 77 to May 78 and again from June 78 to 30th August, 76. Despite all this these workers are engaged in Food Storage Depot of the management at Talkatora Lucknow.

12. The management is a public sector corporation for procurement of food grains, storage and distribution, for carrying out the job, the management has regular office staff, procurement staff and distribution staff for loading bags of food grains, labourers are required to load and unload, store and look to their preservation, thus FCI for having all these systematic activity with cooperation between employer and employee and distribution of goods calculated to satisfy the human wants comes under the definition of industry and all those employees in a industry to do any manual unskilled skilled tech or supervisory work for hire or reward would come in the definition of workmen by casual workers employed to do same thing not connected with the work carried out in the industry will not come under the definition of their workmen. Umashanker in his cross examination has deposed that he used to put cover on the bags, work as technical workman in the quality control section and used to work for spraying and cleaning the floor of all these work in work connected with the industry of course. Bringing mud, water or carrying out chemicals may not amount to a job in the industry. Merely because a regular type of work as deposed by Umashanker is done intermittently when needed there. The industrial establishment will not become a establishment as seasonal character in which work is performed only intermittently had work been taken from the workmen regarding work not connected with the management corporation, the workmen would have been simply casual employees only entitled to daily wages for the number of days worked and would not have been acquired temporary status but if the workmen work for the work connected with the Food Corporation of India work as mentioned by Umashanker it would amount working in the industry and all the workmen after working regular for reasonable period of time would acquire temporary status but they will not be entitled to notice pay or retrenchment compensation unless any of them completed 240 days in one span i.e. in one Calendar year. From the evidence on record it appears that Maikoo Lal had completed 240 days in the year 1978-79 in one span of year. Others had not completed 240 days hence there was no question of giving any benefit under section 25F of the I. D. Act. The management has falsified the stand taken by the workmen that all of them were out of employment between the period in question. The management proved as observed earlier that leaving aside two who never worked with the management the other five workmen did perform the work between 27-9-81 to 28-2-1982 for some time and for that they were paid. Thus question of termination from 27-9-81 does not arise. The workmen knew the nature of work with the management and it was on that account that they performed work when there was work and they were paid for those days. Admittedly all the workmen are working from 28-2-82. The management had averred that even who had completed

240 days work worked for 4 days in the month of Jan. 82 and 24 days work in Feb., 82 and he was paid for 24 days for having worked in Feb., 82; thus there is no question of retrenchment in the case of Maikoo Lal also as his case is also falsified that he was retrenched on 27-9-81 and was not given work thereafter till 28-2-82. As regards wages the management witness has deposed that the workmen are being paid wages at the rate given under shop and commercial establishment act. Thus in these circumstances and for the reasons discussed above I hold that the workmen Shyam Lal and Bhagwan Deen never worked in the management and the remaining five have a temporary status of unskilled workmen of the management and as there has been no termination on 27-9-81 and re-employment on 28-2-82, they are not entitled to any back wages or fringe benefits as all of them worked during this period i.e. 27-9-81 to 28-2-82 with the management for some time and for the same they had been paid by the management. The result is that none of the workmen are entitled to any benefit.

I, therefore, give my award accordingly.

Let Six Copies of this Award be sent to the Govt. for Publication.

R. B. SRIVASTAVA, Presiding Officer
[No. L-42012|5|84-D.II(B)|D.V]

Dt. 23-4-86

का. आ. 2078.—शौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय शास्त्र नियम, मद्रास के प्रबंधतंत्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट शौद्धोगिक विवाद में केन्द्रीय सरकार शौद्धोगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-86 को प्राप्त हुआ था।

S.O. 2078.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Madras and their workmen, which was received by the Central Government on the 29th April, 1986.

BEFORE THIRU FYZEE MAHMOOD, B.Sc., B.L.,
PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, TAMIL NADU,
MADRAS

(Constituted by the Central Government)
Tuesday, the 15th day of April, 1986
Industrial Dispute No. 74 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Food Corporation of India, Madras.)

BETWEEN

Thiru G. Masilamani,
C/o Shri Jagadeesan.
No. 20, Subbrayalu Naidu Street,
Old Washermenpet, Madras-600021.
AND
The Senior Regional Manager,
Food Corporation of India,
5/54, Gramma Road, Madras-600006.

Reference : Order No. L-42012(1)|84-D. IV(B)|D.V. dated 14-9-1984 of the Ministry of Labour & Rehabilitation, Government of India, New Delhi.

This dispute coming on this day for final disposal upon perusing the reference and other connected papers on record and upon hearing of Thiruvalargal N. V. Balasubramanian and M. Ramprasad, Advocates appearing for the Management and the workmen being absent this Tribunal made the following.

AWARD

This dispute between the workmen and the Management of Food Corporation of India, Madras arising out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-42012 (1)|84-D. IV(B)|D.V. dated 14-9-1984 of the Ministry of Labour & Rehabilitation for adjudication of the following issue :

"Whether the action of the management of Food Corporation of India in terminating the service of Shri G. Masila Mani, NMR Work Assistant at their Avadi Depot with effect from 30-11-77 is justified and proper. If not, to what relief is the workman concerned entitled?"

(2) Parties were served with summons.

(3) The workman was given opportunity to file his claim statement, but he has not at all filed the claim statement.

(4) Today, when the dispute was called, the workman was absent and no claim statement was filed.

(5) Hence the claim of the workman is dismissed for default. No costs.

Dated, this 15th day of April, 1986.

Sd/-
FYZEE MAHMOOD, Industrial Tribunal
[No. L-42012|1|82-D. II(B)|D. VI

का. आ. 2079.—शौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रेशर अर्मेन्ट लिमिटेड के प्रबंधतंत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट शौद्धोगिक विवाद में केन्द्रीय सरकार रेशर अर्मेन्ट लिमिटेड के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-86 को प्राप्त हुआ था।

S.O. 2079.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Limited, Manavalakurichi and their workmen, which was received by the Central Government on the 29th April, 1986.

BEFORE THIRU FYZEE MAHMOOD, B.Sc., B.L.,
PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, TAMILNADU,
MADRAS

(Constituted by the Central Government)

Friday, the 4th day of April, 1986

Industrial Dispute No. 18 of 1985

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Indian Rare Earths Limited, Mansavalakurichi Kanyakumari District.)

BETWEEN
The workmen represented by:
The President,
Kanyakumari District Mineral Workers Union,
Head Office, 76, Water Tank Road, Nagercoil-622001.
AND

The Manager,
I.R.E. Limited, Minerals Division,
Manavalakurichi, P.O.,
District Kanyakumari,
Tamil Nadu

Reference : Order No. 43012(22)|84-D.V. dated 15-3-1985 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal upon perusing the reference, and other connected papers on record and upon hearing of Thiru V. S. Neelakantan for King and Partridge, Advocate for the Management and the Union being absent, this Tribunal made the following.

AWARD

This dispute between the workmen and the Management of Indian Rare Earths Limited, Manavalakurichi, Kanyakumari District arising out of a reference under section 10 (1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-43012(22)/84-D.V., dated 15-3-1985 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of the management of Indian Rare Earths Limited, Manavalakurichi in not placing the name of Shri A. Manuel, Fitter before the Departmental Promotion Committee for consideration for promotion to selection grade with effect from 1-7-1982 is justified ? If not to what relief the workmen is entitled".

(2) Parties were served with summons.
(3) In spite of number of adjournments to the Union, no claim statement was filed.

(4) Today, when the dispute was called, the Union and its counsel were absent. No claim statement was filed. The management was represented by counsel.

(5) Hence the claim of the workmen is dismissed for default.

Dated, this 4th day of April, 1986.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-43012/22/84-D.V.]

का. आ. 2080.—शौधोर्धिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रयुक्ति में, केन्द्रीय सरकार उनी रेलवे, लखनऊ के प्रबंधनत्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच प्रयुक्ति में निर्दिष्ट शौधोर्धिक विवाद में केन्द्रीय सरकार शौधोर्धिक प्रधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार 30-4-86 को प्राप्त हुआ था।

S.O. 2080.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow, and their workmen, which was received by the Central Government on the 30th April, 1986.

BEFORE SHRI R B SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 11 of 1984

Reference No. L-41012/3/83-D.II(B) dt. 21-1-84
In the matter of dispute

BETWEEN

Shri Shital son of Tilak Clo The Zonal Working President, URKU 96/196 Roshan Bajaj Lane Ganeshganj Lucknow,

AND

The Deputy Chief Mechanical Engineer (Workshop) Northern Railway Locomotive Workshop, Charbagh, Lucknow.

APPEARANCE:

Shri B. D. Tewari for the workman.

Shri G S Srivastava for the management.

AWARD

1. The Central Government Ministry of Labour vide its notification no. L-42012/3/83-D.II(A) dt. 21-1-84, has referred the following dispute for adjudication to this tribunal.

Whether the action of the Railway Administration in removing Shri Shital son of Tilak Moulder TNO FDY, 362, Locoworkshop Charbagh, Lucknow from service with effect from 15-1-74 is justified ? If not to what relief the concerned workman is entitled ?

2. It is common ground that the petitioner was appointed as Khalasi in Locoworkshop Charbagh, Lucknow w. e. f. 1-10-47, by works manager while working in iron foundry of loco workshop in the year 1965 as metalman. He was issued a charge sheet dt. 23-11-65 to the effect that at the time of seeking employment in the management railway he deliberately described himself as son of Tilak whereas the name of his father is Bhukan and also that he suppressed the fact that he had been convicted under sec. 379 of the IPC and sentenced to one months imprisonment and a fine of Rs. 100 in the month 1939 and show cause notice was issued to him as suppression of those correct facts constituted serious mistake. The workman replied in defence on 3-12-65 and 14-12-65. The disciplinary authority considering the defence reply as not satisfactory ordered disciplinary enquiry under DA rules against the charges levelled against him. Though the workman per his reply dt. 30-10-73, had requested the production engineer who had issued the show cause notice to make certain clarification on point I to 11 raised therein in order to submit complete and point to point reply besides on the actual merits of the case. In the alleged reply to show cause the workman has raised question as to who is competent authority in the case and the judgment under which he has been alleged to have been convicted the Assistant Enquiry Officer of the Area was nominated to enquiry into the charges against the petitioner. It is averred that the petitioner was given all reasonable opportunity to tender advance his case and after conclusion of the enquiry the enquiry officer submitted his report holding the petitioner guilty of the charges. The disciplinary authority i.e. the Production Engineer who had issued the show cause notice after perusing and considering the report and findings of the enquiry officer came to the conclusion that the petitioner workman was guilty of the charges against him and decided to remove him from service. Consequently a show cause notice was issued to the workman on 16-2-72 but that show cause notice was cancelled vide letter no. 158E/FDY-362/DUP dt. 23-10-73 and another letter dt. 23-10-73 against him was issued. The workman did reply that show cause notice which was considered by the disciplinary authority i.e. production engineer who after taking into consideration all the points raised in the defence reply decided to impose the penalty of removal from service w.e.f. 15-1-74. The management denies having received any letter of the workman dt. 18-11-73 making queries and seeking clarification before issuing show cause notice. The workman filed an appeal before the Dy. CMF Lucknow which was rejected on 11-6-74.

3. The main contest in the case on behalf of the workman is on the ground that his appointment having been made by works manager of Loco Workshop on 1-10-47 on behalf of the Secretary of State of India which is now equal to the Railway Board and the production engineer who initiated disciplinary enquiry and passed removal order being not equal in rank when the work managers termination order is illegal and hit by article 311 (i) of Constitution of India. The other ground on which the workman has assailed his removal is that the production engineer has recorded a non speaking order and the appeal was rejected without showing reasons beside challenging that the enquiry had been not fair and proper and he was not allowed opportunity to defend his case as he was not provided with the materials and documents relied upon by management in enquiry proceeding. On 25-5-85 vide endorsement on the order sheet parties agreed that the case be decided on all points including the plea that the enquiry was not fair and proper. Thus following points raised for determination.

(i) if the enquiry is fair and proper, (ii) If the order of the disciplinary authority is not a speaking order and if the workman had been terminated by a man lower in rank by appointing authority and thus contravening the article 311 of Constitution of India.

4. On the first point management gave affidavit evidence of Shri G.C. Srivastava a senior clerk in the office of the ACME Northern Railway Loco Workshop Lucknow. The workman has filed the workman's removal order dt. 14th January 74, passed by production engineer Loco alongwith reasons for the orders given in annexure I photo copy of

charge sheet annexure B and finding of the Enquiry Officer Shri Desraj Malhotra. Besides finding the management has also filed the history of the case which lays sort recital of replies to questions put to the witnesses examined before the enquiry officer. From a perusal of enquiry proceedings it appears that the workman given full opportunity for defence and he had a right to cross-examine the witness and produce defence but on the basis of evidence recorded, the findings given is not a necessary corollary rather the finding is perverse as the same is not based on recital of statements given by witness further it does not give reason whom he believed and whom he disbelieved and on what reasoning he arrives on the findings that workman gave false name of his father and that he was convicted. In the instant of the case the judgement of the case in which the workman was allegedly convicted has not been filed rather the management has relied upon the entries in the crime register known as register no. 8 kept at the police station of respective locality. On the point of entry in the crime register of village Tikra where admittedly workman Shital lived. Shri Jeewan Lal Tewari S.I. deposed that according to the entry in the crime register a person named Shital son of Bhulai was convicted under section 379 of the IPC. It is not the case of any party that the father's name of the workman was Bhulai rather the case is that his father's name was Bhukan which he wrongly described as Tilak. Thus the entire basis of his being a previous enmity false to the ground as some Shital s/o Bhulai might have been convicted on 21-3-39 under section 379 of IPC and not Shital son of Bhukan or Tilak. On the point of giving wrong parentage it has come in evidence that Shital had two fathers Bhukan and Tilak and one mother and on the death of her husband Bhukan Shital's mother came to live with Tilak as his concubine and it was after this unlawful association Shital was born and there was good deal due and crv in the Pasi community to which they belong and consequently village sarpanch Shri Chandi settled the affair and Tilak was penalised by Dalhat i.e. giving dinner to the Pasi community. This has been deposited by the wife of sarpanch who had been appeared as defence witness. It may be in these circumstances that the workman was known as son of Tilak and it may be also to be true that he inherited 1/3rd share in the property of fasten father Bhukan. I accordingly hold that the enquiry was fair but not proper as there was no proper appreciation of evidence which resulted the purversing findings. The order is not worthy of reliance as it is not a speaking order giving reasons to believe or disbelieve that the workman is guilty of the charges.

5. On the basis of findings of the enquiry officer the punishing authority namely production engineer, passed the removal order annexure A. The order of the punishing authority to the following effect. "I am therefore, of the opinion with the regard of charges against Shri Shital FDY 362 issued vide letter no. I-58E-FDY 362 dt. 23-11-65, has been fully proved he is therefore, removed from service. "The punishing authority has also not given a speaking order why he believes or disbelieves the contention of the enquiry officer. In A.L. Kulra Versus Project Equipment Corporation 1984(2) SC page 446 SC wherein it was observed, what is contended that the enquiry officer has normally recorded ipsedesides and not reasons which assigned any support....plausible one".

6. I accordingly on the point no. 2 hold that the order of the disciplinary authority is not a speaking order on which he had not applied his mind giving reasons he also arrives to the same findings as the enquiry officer. I hold that the termination order is no order in the eye of law and the termination order is illegal and not proper on that count.

7. Now coming to the last point whether the termination in the instant case have been made by a person lower in rank than the appointing authority. It is common ground that the workman was appointed in the year 1947 by works manager and he has been terminated by the production engineer. Article 311 of the constitution lays down that no persons who is employee of civil service of union or all India Services or a Civil Service of a state or holds a civil post under union or state will be dismissed or removed by an authority subordinate to that by which he was appointed the question has to be decided whether the production engineer deemed to be an authority subordinate to the works manager. Management contention is that the post of works manager and production engineer are posts of equal rank. In support of its contention the management has drawn my attention to appendix 14 relating to scales of pay sl. no. 12 regarding pre 1931 scales of pay applicable to

the post included in class I in the transportation (Power) and Mech. Engineering Deptt. and (II) Electric Engineering and traction Deptt. on the Indian Railway; excluding Ex-companies railway. This gives the pay of junior scale and senior scale existing prior to 1931. What is significant is more I appended to that schedule which reads as follows :—

The above rates of pay also apply to production engineer, Works Manager, Assistant Works Managers to Indian Railway.

This shows that Production Engineer, Works Manager have been treated at par as members of Class I of the Railway services.

8. The management has drawn my attention to the classified list issued, in Jan., 1981 regarding Class (i) service post of the office of the Railway Board and its attached sub-offices which lays down at page 27 that Class I services and post of Zonal Railway and Production units the scale of pay of all Class I will be 700-1250 authorised scale and 1100-1600 revised scale which can: into effect from 1-1-73, it is argued by the management that as both the post are class I post of the management it can not be said that removal of workman by production engineer had been made by a person lower in rank than who appointed him. I accordingly hold that the termination order has not been made by a person, lower in rank than the appointing authority.

9. The result of the findings and observations above is that the action of the railway administration in removing Shital son of Tilak Moulder ticket no. FDY 362 Loco Workshop Charbagh, Lucknow from 15-1-74 is not justified. Workman is entitled to be reinstated in service with full back wages.

10. I, therefore, give my award accordingly.

Let six copies of this award be sent to the Government for its publication.

R. B. SRIVASTAVA, Presiding Officer

[No. L-41012/3/83-D. II (B)]

HARI SINGH, Desk Officer

नई दिल्ली: 6 मई, 1986

का.आ. 2081.—बोर्डोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केंद्रीय सरकार, भारत कीर्ति, कोल नि. की केंद्रवास्तव कोनिपरी के प्रयोगतंत्र में संबद्ध नियोजकों और उनके कर्मीगांग के बाल, अनुशंश में निर्दिष्ट बोर्डोगिक विवाद में केंद्रीय सरकार ओर्डोगिक अधिकारण, न. 2 भनवाइ के प्रताप को प्रशंसित करते हैं, जो केंद्रीय सरकार को 23-4-1936 को प्रदान हुआ था।

New Delhi, the 6th May, 1986

S.O. 2081.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kendwadih Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 28th April, 1986.

ANNEXURE

TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 84 of 1985

In the matter of industrial disputes under Section 10(1)(d) of the ID Act, 1947.

PARTIES:

Employers in relation to the management of Kendwadih Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES:

On behalf of the employers: Shri B. Joshi, Advocate.

On behalf of the workmen: Shri J. P. Singh, Advocate.

STATE Bihar

INDUSTRY: Coal.

Dhanbad, the 21st April, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of

the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(36)/85.D.III(A) dated the 29th May, 1985.

THE SCHEDULE

"Whether the demand of the Coal Mines Engineering Workers' Association that Shri Ram Bilash Rewani should be designated by the management of Kenduadih Colliery in Bhagaband Area-VII of Messrs. Bharat Coking Coal Limited, as Cap Lamp Incharge and placed in Grade-I. Is justified ? If so, to what relief is this workman entitled and from what date ?"

The case of the workmen is that the concerned workman Shri Ram Bilash Rewani is getting wages of Clerical Grade-II although he is entitled to the wages of Clerical Grade-I since 1978 as he has been working as Cap Lamp Incharge in Kenduadih Colliery of Bhagaband area No. VII of M/s. RCC Ltd. On representation of the concerned workman supported by his union the management of Kenduadih Colliery by letter dated 16/25-3-84 accepted that the concerned workman has been working as Cap Lamp Incharge since 1978. The Coal Mines Engineering Workers' Association had discussion with the representative of the management on 14-3-84 and a decision was arrived at that the concerned workman would be elevated to the post of Cap Lamp Incharge in Clerical Grade-I as there was a vacancy of Cap Lamp Incharge in the colliery. There was requirement in the colliery of 4 Cap Lamp Incharges but only two Cap Lamp Incharges in Clerical Grade-I were working and that the posts of Cap Lamp Incharge in Clerical Grade-I was vacant in the two other Cap Lamp rooms. The said letter dated 16/25-3-84 was signed by the Dy. Chief Mining Engineer and Senior Personnel Officer of Kenduadih Colliery and was addressed to the General Manager Bhagaband Area. Incite of the said letter and the position stated above the management kept the concerned workman in Clerical Grade-II although he was working over a post of Clerical Grade-I. The union of the concerned workman raised an industrial dispute that the concerned workman was functioning as Cap Lamp Incharge since 1978 and should be placed in Clerical Grade-I so that his services as Cap Lamp Incharge may be regularised. The stand taken by the management during the conciliation proceeding was that the management was not bound by the recommendation of the Colliery officer and as such the management has not placed the concerned workman in Clerical Grade-I.

The concerned workman had been deputed by the Superintendent Area No. VII along with two others by letter dated 15-3-78 to take training with Macneil & Major Ltd. as Cap Lamp Incharge and the concerned workman qualified himself as Cap Lamp Incharge and received a certificate dt. 26-11-79 showing that he had received training from 14-11-77 to 26-11-77 and thereafter was released by Macneil and Major Ltd. Incite of the fact that the concerned workman after due training worked as Cap Lamp Incharge since 1978 and although vacancies were available in the colliery the management denied regularisation of the concerned workman in Clerical Grade-I since January, 1978. The attitude of the higher management towards the union of the concerned workman is not cordial and therefore the management did not give sympathetic consideration of the case of the active members of the union. The management has acted vindictively and has indulged in unfair labour practice in not allowing Clerical Grade-I to the concerned workman. It is submitted that the concerned workman be regularised as Cap Lamp Incharge in Clerical Grade-I with effect from 1-1-78 and be given all back wages, increments and other emoluments which may be admissible..

The case of the management is that the concerned workman belongs to the Clerical Grade and is presently performing the duties of Asstt Cap Lamp Incharge in Clerical Grade-II. An Assistant Cap Lamp Incharge is in Grade-II whereas a Cap Lamp Incharge is in Clerical Grade-I. The promotion of Clerical staff is done according to the norms of promotion, seniority being the important criteria subject to satisfactory performance of duties. The concerned workman is junior to several workmen of Clerical Grade-II in the area and as such he has not been promoted by the D.P.C. by the area 193 GI/85—8

in Clerical Grade-I. The concerned workman is making a false claim for the purpose of his regularisation as Cap Lamp Incharge without any justifiable reason. The concerned workman was not working as Cap Lamp Incharge from 1978. There was no vacancy of the post Cap Lamp Incharge of Clerical Grade-I and as such there was no question of filling of any such vacancy. The alleged letter dated 16/25-3-84 is a notesheet alleged to be under the signature of senior Personnel Officer and Dy. C.M.E. and the same has been manipulated in order to favour the concerned workman for promotion through a back door method. The higher management did not accept the said recommendation of the colliery officials who intended to favour some workmen and, depriving the legitimate claims of others. The colliery officials have not been empowered to send their recommendation in the form of notesheet to the General Manager without being asked for the same. The said note is not genuine and is not based on correct facts and therefore the competent authority cannot act on such notesheets. The concerned workman is performing the duties of Asstt. Cap Lamp Incharge for which he has been rightly placed in Clerical Grade-II. The training certificate is required to be obtained for deputing a workman in Cap Lamp room. The training is for a certain period concerning repairs, maintenance and safety and protection relating to cap lamp before placing him as Cap Lamp Fitter, Cap Lamp Issuer, Asstt Cap Lamp Incharge. Such certificate do not guarantee placement of persons in the highest post of Cap Lamp Incharge immediately after obtaining certificate. Only one Cap Lamp Incharge is sufficient in the Colliery for the purpose of exercising control, supervision and administration of the four Cap Lamp rooms. Although there is requirement of only one Cap Lamp in the colliery, the management has kept two Cap Lamp incharges besides an Asstt. Cap Lamp Incharge and other allied staff. There is no justification for increasing the number of Cap Lamp Incharges when there is no requirement for the same. There does not exist any vacancy for the post of Cap Lamp Incharge. The concerned workman is not therefore entitled for clerical Grade-I from the years 1978 or from any subsequent year.

The question to be decided in this reference is whether the concerned workman should be designated as Cap Lamp Incharge and placed in Grade-I from 1978 or any time subsequent to it.

The management and the union have each examined one witness in support of their case. The union has produced documents which have been marked Ext. W-1 to W-11 and the documents produced on behalf of the management have been marked Ext. M-1 and M-2.

Admittedly the concerned workman is presently designated as Asstt. Cap Lamp Incharge and is placed in Clerical Grade-II. The case of the concerned workman is that he has been working as Cap Lamp Incharge since 1978 and as such he should get Clerical Grade-I and should be regularised in the said grade since January 1978. In order to appreciate the case let us look to the evidence of W.W.1 Ram Bilash Rewani who is the concerned workman. He has stated that he became Cap Lamp Incharge in 1978. He has further stated that in 1978 he became incharge of the Cap Lamp Room of Ganshadih section 3 Pit and on 11-7-80 he was transferred from Ganshadih section to E.B. Section. It will appear further from his evidence that there are four sections in Kenduadih Colliery, namely, Khaira section 3 Pit, Khairadih Section 4 Pit, Ganshadih Section 4 Pit and E.B. Section 6/8 pits which are all worked underground and in which there are Cap Lamp Room in each of the four section and there are incharge for each of the cap lamp room designated as Cap Lamp Incharge. He has stated that since his transfer to E.B. Section he is continuing there as Cap Lamp Incharge. He has stated that although Cap Lamp Incharge are in Clerical Grade-I, the management has given him Clerical Grade-II since 1978 and he has further stated that he has made demand for Clerical Grade-I since 1978 and when he did not get clerical Grade-I an industrial dispute was raised by his union, namely, Coal Mines Engineering Workers Association. In his cross-examination he has stated that there are two Cap Lamp Incharges, in Grade-I in Kenduadih Colliery since prior to 1978 and there is no Asstt. Cap Lamp

Incharge. Thus he has accepted in his cross-examination that only two Cap Lamp Incharges in Grade-I are working in the colliery since before 1978. He has stated that Cap Lamp Incharge of Clerical Grade-I is incharge of Khaira 4 Pit and the other Cap Lamp Incharge is at Ganshadih 3 Pit and Fitter is Incharge of Cap Lamp room in Kharia 3 Pit. He was unable to say if there was any circular that there should be a cap lamp incharge for each Cap Lamp room and he was also unable to say if an Assistant Cap Lamp Incharge can be incharge of Cap Lamp room in the colliery. In his further cross-examination he has stated that no letter was issued to him in writing posting him as Cap Lamp Incharge after he had completed the training. Prior to his training he was designated as Cap Lamp Issue Clerk in Clerical Grade-III. He has stated that in 1979 he was promoted from Grade-III to Grade-II and was designated as Asstt. Cap Lamp Incharge in Grade-II. He has again given the specific date and has stated that he was promoted as Asstt. Cap Lamp Incharge in Grade-II on 16-5-79. He has further stated about the procedure of promotion of clerk. He was stated that to become eligible for promotion to Clerical Grade-I a minimum experience is required for 3 years in Clerical Grade-II. He has not seen the promotion rules of Clerical Grade and he also cannot say about the sanctioned strength of Clerical Grade-I in Cap Lamp Section of Kenuadih colliery. He has stated that the seniority is counted amongst the section of the colliery and that the seniority is not considered areawise. It will thus appear from his very evidence that the concerned workman was promoted from Grade-III to Clerical Grade-II as Asstt. Cap Lamp Incharge on 16-5-79. The absurdity of the claim of the concerned workman that he should be given clerical Grade-I since 1978 is apparent from the fact that when he was promoted in the Clerical Grade-II in 1979, he cannot claim clerical Grade-I since 1978 when he had not even been promoted to Clerical Grade-II and was still in Clerical Grade-III. From his evidence it will further appear that to become eligible for promotion to Clerical Grade-I a minimum experience required is three years in Clerical Grade-II. The concerned workman would complete three years experience in 1982 according to his own evidence and then he may be eligible for being considered for promotion in Clerical Grade-I provided there is a vacancy in Clerical Grade-I. Thus it is apparent that the concerned workman cannot claim clerical Grade-I since 1978.

Ext. M-2 is NCWA-III. The cadre scheme for ministerial staff is stated from page 185 onwards which is to apply to all the ministerial staff. Para 3.0 deals with the promotional channel of the ministerial staff. The promotional channel for various grades of ministerial staff shall be as per annexure and the said annexure indicates the qualifications and experience to be possessed by the departmental candidates included in cadre from time to time for the purpose of eligibility of selection of candidates as specified in the scheme. It is further provided that selection for the post upto Clerical Grade-I shall be on the basis of seniority-cum-merit and the promotional zone for filling the post upto Clerical Grade special will be the area. It is further provided that existing incumbents who do not possess the minimum qualification as laid down in the cadre scheme will not be eligible for further promotion as per the line of promotion unless they obtain the minimum qualification. Para-4 deals with DPC. It provides that selection of candidates for filling up vacancies in higher categories shall be made on the recommendation of the DPC to be constituted by the competent authority. On perusal of the annexure it will appear that three years experience as Clerk Grade-II is required for being considered for promotion to Clerical Grade-I and the mode of promotion is through DPC considering the evidence of WW-1 and the provisions of promotion laid down in the cadre scheme for ministerial staff it will show that the concerned workman could not be considered for his promotion in Clerical Grade-I unless he had completed three years of experience in Clerical Grade-II. I have stated above that he would complete three years in Clerical Grade-II in 1982 and then he may be eligible for being considered for promotion to Clerical Grade-I by the DPC. Admittedly the concerned workman's case has not been considered for promotion for Clerical Grade-I by the DPC. The promotion of a workman is a managerial function and the Tribunal is not expected to interfere in the said jurisdiction of the management and

ask the management to promote the concerned workman in Clerical Grade-I.

The concerned workman has based his case on Ext. W-2 dated 16-3-84 which had been sent to the General Manager Bhagaband area by the Senior P.O. and the Dy. Chief Mining Engineer Kenuadih Colliery. This appears to be a note by the Senior Personal Officer and Dy. Chief Mining Engineer to the General Manager Bhagaband area. It is stated in it that the representation of the Coal Mines Engineering Workers Association has demanded to designate the concerned workman as Cap Lamp Incharge as he is working since 1978. It is further stated that on 14-3-84 there was discussion with the said association on the area level and it was decided that the concerned workman should be made Cap Lamp Incharge as the post of Cap Lamp Incharge at E.B. Section was vacant. It is stated that out of the 4 Cap Lamp rooms in the colliery there are only two cap lamp incharges and there is necessity of two more cap lamp incharge. It was further recommended that as the concerned workman's work was satisfactory he should be designated as Cap Lamp Incharge. This note, no doubt, shows that out of the four cap lamp rooms there are only two cap lamp incharges and that there is the necessity of further two cap lamp incharges but it does not show that there are four sanctioned posts of 4 cap lamp incharges of the colliery. The management has given details of cap lamp personnel working at Kenuadih Colliery in Ext. M-1 and has also stated about the nature of duties of the personnel working in different designations. The concerned workman himself has stated that he cannot say if there is any circular that there will be one cap lamp incharge for each cap lamp room and that he also cannot say about the sanctioned strength of clerical Grade-I in Cap lamp Section of Kenuadih Colliery. There is no paper on the record to show that there is sanctioned strength of four cap lamp incharge for the four cap lamp rooms of the Kenuadih Colliery and there is also no paper to show that one cap lamp incharge has to be posted in each cap lamp room. MW-1 Shri S. K. Ral is working in Kenuadih Colliery as Manager. He has stated about the four cap lamp rooms in the colliery and that Shri S.N. Singh is incharge of E.B. Section of Ganshadih Section of Cap Lamp room and Jagdish Mistry is incharge of 3 pit and 4 pit of Cap Lamp rooms. He has stated that the concerned workman is designated as Asstt. Cap Lamp Incharge. He has further stated that Cap Lamp rooms remain under the charge of Cap Lamp room incharge and in his absence Asstt. Cap Lamp room incharge works as Incharge. According to him the Asstt. Cap Lamp room incharge assists the Cap Lamp room incharge in his work. He has stated that the present staff available in the Cap Lamp room are sufficient. He has also stated that the concerned workman does not regularly work as Cap Lamp Incharge and that he works as Incharge of Cap Lamp room in the absence of Cap Lamp room incharge. Thus the management has denied that the concerned workman is working as a Cap Lamp Incharge.

Wage Board Recommendations and NCWA-I states about the grade and the nomenclature of Clerical staff. Cap Lamp room incharge is placed in Clerical Grade-I. Asstt. Cap Lamp room incharge and Junior Cap Lamp Room incharge is placed in Clerical Grade-II. It will appear from the evidence of WW-1 that in khaira 3 Pit a Fitter is incharge in Cap Lamp room but only because a fitter was working as Incharge of Cap Lamp room he is not entitled to Clerical Grade-I as he has not been promoted from the grade of fitter, grade III to Grade-II or clerical Grade-I. As such even if the concerned workman who is an Asstt. Cap Lamp room incharges functions as incharge of the Cap Lamp room will not be entitled to Clerical Grade-I unless he is promoted by the DPC in case of vacancy. No specific job description has been given in respect of Cap Lamp room incharge and Asstt. Cap Lamp room in charge and the same functions may be done by cap lamp room incharge of clerical Grade-I and Asstt. Cap Lamp room incharge of Clerical Grade-II and the basis of promotion from Clerical Grade-II to Clerical Grade-I decides as to who is to be designated as Cap Lamp room incharge in Clerical Grade-I. The case of the workman that he is working as Cap Lamp room incharge since 1973, as I have already discussed above, cannot be believed and his claim does not appear to be justified on the materials on the record.

Ext. W-8 dated 15-3-73 is the letter by which the concerned workman was sent for training as Cap Lamp Incharge. Ext. W-9, dated 16-11-77 shows that the concerned workman was under training for the maintenance of Oldham Cap Lamps from 14-11-77 to 26-11-77 and was released on 26-11-77. This certificate does not entitle the concerned workman for directly being posted as Cap Lamp room incharge. Ext. W-10 dated 13-4-85 is special sanction allotting duty for repairing the cap lamp at E.B. Section. It bears the signature of the concerned workman designating himself as Lamp Incharge. This letter was signed by the concerned workman when actually the present industrial dispute was raised and this will not establish that the concerned workman was working as a Cap Lamp room incharge. The concerned workman was admittedly working as Cap Lamp Incharge in E.B. Section but he was Lamp Incharge because he was Asstt. Cap Lamp room incharge and not that he was Cap Lamp room incharge working in clerical grade-I. As is apparent from the evidence adduced on behalf of the management that the cap lamp room incharge controls and supervises the work of lamp room, the concerned workman has nowhere stated that he was exercising control and supervision over the staff of the cap lamp room. The management has led evidence to the effect that the concerned workman as Asstt. Cap Lamp room incharge assist, in the work of Cap Lamp room Incharge and thus he does not appear to be an independent cap lamp room incharge.

From the evidence discussed above it will appear that the concerned workman was promoted as Asstt. Cap. Lamp Room Incharge in Clerical Grade-II on 16-5-79 and that he is not working independently as Cap Lamp room incharge and as such he is not entitled to be regularised as Cap Lamp room Incharge in Clerical Gr-I. Moreover, the concerned workman being in the cadre of clerical Grade-II cannot claim as a right to be promoted in Clerical Grade-I unless he has completed a minimum experience in Clerical Grade-II and he is selected for the post of Clerical Grade-I by the DPC on any vacancy occurring in the colliery. There is also no evidence to show that there are more than two sanctioned posts of Cap Lamp room incharge in Clerical Grade-I, and as such the concerned workman cannot claim to be promoted to a post which is not vacant in the colliery.

In the result I hold that the demand of the Coal Mines Engineering Workers' Association that Shri Ram Bilash Rewani should be designated by the management of Kendu-wadihi Colliery in Bhagaband Area-VII of M/s. Bharat Coking Coal Limited, as Cap Lamp Incharge and placed in Grade-I, is not justified, and consequently he is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer.

[No. L-20012(36)|85-D. III(A)]

नई दिल्ली, 12 मई, 1986

का. आ. 2082—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ईस्टर्न कॉलफील्ड लि. के लालमाटिया कोलियरी वर्कशाप के प्रबन्धवत्र से सम्बद्ध नियोजितों प्रीर उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट श्रीधोगिक विवाद में केन्द्रीय सरकार श्रीधोगिक अधिकरण, नं. 2, धनबाद के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-1986 को प्राप्त हुआ था।

New Delhi, the 12th May, 1986

S.O. 2082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Lalmatia Colliery Workshop of M/s. Eastern Coalfields Limited, and their workmen,

which was received by the Central Government on the 1st May, 1986.

(ANNEXURE)

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 137 of 1985

In the matter of industrial dispute under Section 10(1)
(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Lal Matia Colliery Workshop of M/s. Eastern Coalfields Limited and their workmen.

APPEARANCES :

On behalf of the employers—Shri R. P. Singh, Personnel Manager.

On behalf of the workmen—Shri Sunil Majumdar, General Secretary, Ningha Colliery Mazdoor Union.

STATE : Bihar.

INDUSTRY . Coal.

Dated, Dhanbad, the 24th April, 1986.

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication, vide Ministry's order No. L-20012(103)|85-D. III(A) dt. 11-9-1985.

THE SCHEDULE

"Whether the demand of Ningha Colliery Mazdoor Union that the management of the Workshop at Lal Matia Colliery in Rajmahal Area of Messrs. Eastern Coalfields Limited should give employment to, and regularise, the workmen shown in the Annexure below on the tub repairing and other jobs is justified ? If so, to what relief are the workmen concerned entitled and from what date?"

ANNEXURE

Sl. No.	Name of workmen and Father's name
1.	Shri Prem Chand Sharma Welder, S/o Ambika Sharma.
2.	Shri Arjun Pandit Blacksmith Helper, S/o. Sukker Pandit.
3.	Shri Hira Lal Mistry Head Blacksmith, S/o. Oprava Mistry.
4.	Shri Umesh Biswakarma Blacksmith, S/o. Kunju.
5.	Shri Rajender Mistry Blacksmith, S/o. Jamuna Mistry.
6.	Shri Biljari Mistry Blacksmith, S/o. Sibnath Mistry.
7.	Shri Sunil Kumar B Helper, S/o. Biswanath Biswakarma.
8.	Shri Anurodh Singh B Helper, S/o. Sudhin Singh.
9.	Shri Butta Singh B Helper, S/o. Katti Singh.
10.	Shri Bindu Kumar Sharma B Helper, S/o. Ambika Sharma.
11.	Shri Sachida Das, B Helper, S/o. Dinbandhu Das.
12.	Shri Shyam Lal Kumar B Helper, S/o. Chakradhar Pandit.
13.	Shri Fakuriuddin Ansari B Helper, S/o. Ms. Ansari.
14.	Shri Prem Kishore Blacksmith S/o. Radhey Pd. Sharma.
15.	Shri Jamduddin Ansari B Helper, S/o. Md. Jabur Ansari.

The case of the workmen is that the 15 concerned workmen were working as blacksmith and other allied jobs in the workshop of Lalmatia Colliery of E.C.L. since 1979 regularly and continuously in the various mining operation under the direct control of the management. Although the concerned workmen were regularly working at Lalmatia colliery since 1979, the management did not maintain the proper records of their employment with a motive to deprive them of their statutory benefit. The workmen themselves represented to the management several times for regularising them and for payment of their wages as per recommendations of the coal wage Board but the management did not take any action in the matter. The workmen requested and authorised Ningha Colliery Mazdoor Union to take their dispute with the management and thereafter the said union took up the matter with the management but the dispute could not be settled due to the indifferent attitude of the management. Thereafter the union raised an industrial dispute on behalf of the workmen before the RLC(C), Dhanbad. On the proposal of the management it was settled that the matter will be discussed on bipartite level for mutual settlement but the management neither discussed the matter nor settled the dispute. The workmen started agitation for regularising them and for wages as per Wage board Recommendation but the management stopped them from their dues without complying with the provision of the industrial disputes Act. The concerned workmen are neither contractors nor working under the contractors as blacksmith. This is a case of malandie attempt on the part of the management to victimise the concerned workmen from their legitimate right and status. Under similar circumstances in some other collieries in ECL workmen have been regularised as blacksmith but the present management has discriminated in the matter of regularisation of the concerned workmen. This act of the management has been unfair malandie and opposed to the principles of natural justice.

The concerned workmen were employed in the work of tub repairing, repairing of plant and machinery which were ancillary to the coal mines. The said work in the mining industry is of perennial nature. The said work was being done by the concerned workmen in the workshop of the management within the mining area. The management used to supply them raw materials and necessary equipment to execute specified jobs and it was done as per management choice, specification, under the close supervision and control of the management. Had their jobs been contractual there was no necessity of providing working and other facilities. The management had not called for any tender nor any work order was issued to the contractor. No contract agreement was signed between the management and the contractors in order to engage contractor and contract labour. The management was required to obtain registration certificate as principal employer under Section 7 of the contract labour (Regulation and Abolition) Act, 1970 read with Section 1(4)(a) of the said Act. The number of the concerned workmen may be below 20 under a particular contractor but the combined contract labour force were more than 20 working under the management and hence the contract labour (Regulation and Abolition) Act, applied. In absence of any such registration certificate for the contract labour it has to be construed that those work had not been executed through contractor labour but was done by departmental workers of the company. The management in order to deprive the concerned workmen put a camouflage by introducing contractors. The job of tub repairing etc. by the blacksmithy are of permanent and perennial nature and the management admittedly is getting those jobs done by some other arrangement after November, 1981 after stopping the concerned workmen. The concerned workmen were not engaged under contractors nor they were contract labour. The management had engaged the concerned workmen and paid their wages through bills submitted by alleged contractors who in the eye of law had no existence. The said contractors were also workers working as blacksmith. There was an implied contract of service between the concerned workmen and the management.

Ningha Colliery Mazdoor Union is registered under trade union Act in West Bengal which has espoused the case of the concerned workmen. The head office of the employer is situated in West Bengal. The Chairman-cum-Managing Director for all practical purposes is the employer. Ningha

Colliery Mazdoor union may be a minority union in particular unit of ECL but it has substantial number of membership in other units of ECL. Thus the said union is enjoying composite membership in a single company being a coal industry and the present dispute relates to the same single industry to which the workmen and employer belong. The question of a particular unit may be in the background and as such the said unit has the right to raise the industrial dispute on behalf of the concerned workmen.

The union have called for Registration certificate under Section 7 of the contractor labour (Regulation and Abolition) Act, from 12 Register maintained as per rule 14 of the contract labour Central Rules, 1971, relevant payment sheet for the period from January, 1980 to 1982 and attendance registers from June, 1980 to December, 1982 from the management which were in their possession to establish that the concerned workmen were the employees of the management. It is prayed that the management should employ and regularise the concerned workmen on the jobs which they were performing prior to their stoppage and that they may be paid the wages as per Coal Wage Board Recommendations.

The case of the management is that the reference is bad in law, not maintainable and without jurisdiction as (a) there is no relationship of employer and employee between the concerned workmen and the management (b) the sponsoring union namely Ningha Colliery Mazdoor union has absolutely no existence in the establishment of the management as the same is registered in the state of West Bengal and is not the competent to enrol persons working in any establishment situated in the state of Bihar or to represent their interest and as such it is not competent to sponsor the present dispute.

Lalmatia Colliery is one of the Collieries nationalised under the Coal Mines (Nationalisation) Act. It was a very small colliery at the time of nationalisation and it was gradually developed by the present management after nationalisation and a workshop was also established for carrying out repairs to the plant and machineries installed by the management. There was a little blacksmith work in the colliery at all relevant times because of the smallness of the size of the colliery. The life of the underground mine of Lalmatia colliery is not expected to last for more than 2 or three years considering the future programme of working reserves through mechanised open cast mining methods. The blacksmith work is mostly required in a limited scale in the case of underground mines only. In the case of Lalmatia colliery the blacksmith work is not required to be executed regularly and is of occasional and intermittent nature. Between September, 1980 and November, 1982 the blacksmith job was limited in nature and as such it was entrusted for execution to Shri Hiralal Viswakarma who used to engage two or three persons for executing the job. The contractor himself supervised the job of the blacksmiths he had whom engaged to perform his contract work. The contractor himself used to provide the details etc. for his workmen. The contractor used to submit the bills for the work done in the capacity of a contractor and receive payment against the bill submitted by him. The contractor was free to engage any person and the management had no hand in the employment of the person under the contractor. The contractor had not engaged at any time such a large number of persons whose names are referred to in the order of reference Annexure to the reference order includes the names of a large number of persons who were never engaged by the contractor Shri Hiralal Viswakarma. A large number of attempt was made by the sponsoring union to include in the list names of fake persons who had never been engaged to work as blacksmith by the contractor Hiralal Viswakarma. The contractor's job were also sometimes done by Premchand Sharma during the relevant period and he also executed the work as a contractor. Shri Premchand Sharma contractor also made arrangement to execute the contract work as Shri Hiralal Viswakarma. Shri Premchand Sharma used to supervise the job done by his men whose number never exceeded too. The contract work was allotted to Shri Premchand Sharma on a very few occasion. The true facts relating to the arrangement for execution of the contract job by the said contractor were well known to the trade union operating in the colliery namely RCMS, UCWU, S. P. Mines Workers

Union and Jharkhand Colliery Mazdoor Sangh who did not raise any industrial dispute in this regard. The Ningha Colliery Mazdoor union has taken up the case of the workmen and started advancing false claims. The management has demanded the production of papers from Ningha Colliery Mazdoor Union for the purpose of showing that the said union had no membership in Lalmatia Colliery. After November, 1982 there was no need for the management to award any job of blacksmith to the contractors as the management made their own arrangement for executing the job departmentally by diverting some of the worker already working in the colliery to do the job of blacksmith. As there was no relationship of employer and employee, there was no question of giving employment or regularising the concerned workmen on the tub repairing and other jobs. The ex-workers of ex-contractors cannot claim employment under the principal employer of the establishment and they cannot invoke the provisions of the industrial disputes act for the said purpose. The demand of Ningha Colliery Mazdoor union is wholly unjustified. The management had never employed the concerned workmen and as such there was no question for maintaining any records with respect to such persons by the management. The management had never agreed for discussing the matter with the sponsoring union or settling the dispute with them as the concerned workmen had not been employed by the management there was no question of complying with any provision of the I. D. Act by the management. The contract labour (Regulation and Abolition) Act, 1970 is not applicable where the number of contractors workers employed in an establishment is less than 20. On the above plea the management has prayed that the Award be passed in their favour.

The questions to be determined in this reference are (1) whether the Ningha Colliery Mazdoor Union can raise an industrial dispute on behalf of the concerned workmen (2) whether the concerned workmen were contractors workers (3) whether there was any relationship of employer and employee between the concerned workmen and the management and (4) whether the concerned workmen should be given employment and regularised on the job of tub repairing.

The workmen have examined two witnesses and the management have examined one witness in support of their respective cases. The workmen have produced documents which have been marked Ext. W-1 to W-7 and the documents produced on behalf of the management have been exhibited as Ext. M-1 to M-5.

I would take up the question whether Ningha Colliery Mazdoor Union can raise an industrial dispute in respect of the concerned workmen. It is submitted on behalf of the workmen that on authorisation Ningha Colliery Mazdoor union is representing them under Section 36(1)(c) of the Industrial Disputes Act. Section 36 of the Act deals with the representation of the parties and its clause (i) deals with the representation of a workman who is a party to industrial dispute. Section 36 (i)(c) provides that where the workmen are not the member of any trade union, he shall be entitled to be represented by any member of the executive or other office bearer of any trade union connected with the industry in which the workmen is employed and authorised in such manner as may be prescribed. The concerned workmen have filed Ext. W-2 which is the authorisation filed by all the concerned workmen bearing their LTT/Signature. On perusal of the evidence adduced in this case it is clear that Ningha Colliery Mazdoor Union does not function in Lalmatia Colliery. WW-1 no doubt has stated in his cross-examination that the concerned workmen are members of Ningha Colliery Mazdoor union and that the papers regarding the same are in the office of the ALC(C) Patna. The record in connection with this case were called for from ALC(C) Patna and the same has been received. On perusal of the said record it does not appear that the concerned workmen had filed any paper to show that they were members of Ningha Colliery Mazdoor Union. WW-1 has stated that there is no branch office of their union in Lalmatia colliery and it has no office bearer at that place. He has stated that no election of the office bearer was held at Lalmatia colliery and there is also no paper to show that Shri Sonil Majumdar

is the Secretary of the union. Had there been Ningha Colliery Mazdoor Union working in Lalmatia Colliery and the concerned workmen were its members it was not difficult for them to produce all the papers from their union office. MW-1 who is working as Supdt. of Mines has stated that Ningha Colliery Mazdoor Union did not work in Lalmatia colliery. It is thus clear that there is no evidence to show that Ningha Colliery Mazdoor union is working in Lalmatia colliery. It was for this reason that the workmen gave up their claim that they were members of Ningha Colliery Mazdoor Union and that the said union was working in Lalmatia colliery and they have tried to show that the Secretary of Ningha Colliery Mazdoor Union was entitled to represent them under Section 36 (1)(c) of the I.D. Act. On behalf of the management it has been submitted that Section 36 of the I. D. Act is applicable when an industrial dispute is referred to a Tribunal and not before that. The reading of Section 36 shows that a workman who is a party to a dispute is entitled to be represented in any proceeding under the act by the persons stated in clause (a), (b) and (c). It is further submitted that the management is raising a point that the present dispute is not an industrial dispute as it has not been raised by any union of which the concerned workmen are the members or any substantial number of workmen. It is stated that authorisation Ext. W-2 given by the concerned workmen may give a right to a union to represent them under Section 36(1)(c) of the I. D. Act but espousal of an industrial dispute by a union which is a sine qua non for converting an issue into an industrial dispute is entirely a different matter and as Ningha Colliery Mazdoor union does not exist at all in Lalmatia colliery no dispute could have been raised by Ningha Colliery Mazdoor union. A mere making of a reference by the Govt. under the industrial dispute act does not do away with the right to aggrieved party to show that what has been referred is not an industrial dispute. It has been held by the Supreme Court in 1961-(1) LLJ-504 (Ragunath Viswakarma-Vrs-Industrial Tribunal, Patna) that the matter can constitute an industrial dispute only when it is taken up by the workmen's union or by a considerable body of workers. Ningha Colliery Mazdoor union is not the union of the workmen of Lalmatia Colliery. An individual dispute can however become an industrial dispute only when it is taken by a considerable section of workmen of the establishment or by a unit of such workmen as has been decided in 1962-2-LLJ 436 (Bombay Union of Journalist-Vis-The Hindu). In the present case the dispute in respect of the concerned workmen was sponsored by Ningha Colliery Mazdoor union which is not the union of the concerned workmen and as such the dispute raised by Ningha Colliery Mazdoor union cannot give the dispute raised by it a character of an industrial dispute. Admittedly there are about 700 workers working in Lalmatia colliery as is evident from the evidence of WW-1 and MW-1 and out of it the dispute is in respect of only 15 of the concerned workmen which is a very insignificant number to transform their industrial dispute into an industrial dispute. MW-1 has stated that there are four unions working in Lalmatia colliery and that Ningha Colliery Mazdoor Union does not work in the said colliery. WW-2 who is one of the concerned workmen has admitted that the said four union did not take up their dispute before the management or any authority. It will thus appear from the facts and law involved that Ningha Colliery Mazdoor union which does not exist in Lalmatia colliery is not entitled to raise an industrial dispute. In my opinion Ningha Colliery Mazdoor Union which is the union representing the workmen of Ningha Colliery constituted in West Bengal cannot represent the workmen working in Lalmatia Colliery in Bihar who are not even members of the said Ningha Colliery Mazdoor Union. The dispute raised by the said union therefore cannot be an industrial dispute in as much as they have no representative capacity to represent the workmen of Lalmatia colliery.

The point whether the concerned workmen were contractors worker and the point whether there was any relationship of employer and employee between the concerned workmen of the management are interrelated and the such they are being taken up together for discussion.

It is submitted on behalf of the management that Hiralal Viswakarma and Premchand Sharma were engaged

as contractors by the management for repair the coal tubs and doing some blacksmithy job and the Contractor in itself used to employ two or three persons who had to do the actual job. The union in their original W.S. stated that the workmen were directly employed by the management but in their subsequent rejoinder to the management's W.S. the union stated that Shri Hirralal Viswakarma and Premchand Sharma were the contractors who had no choice in the day to day work. In para 3(c) of the rejoinder of the union it is stated that the management got down the "Jobs" of tub repairing etc. done by some other arrangement after November, 1982 and in this process stopped employment of those workers engaged through the alleged Contractors. It is submitted on behalf of the management that the workers of the contractors could not claim that they were employees of the management. MW-1 has stated that the management had engaged Premchand Sharma and Hirralal Viswakarma as Petty contractors and they did not perform the jobs themselves and had engaged two or three persons under them to execute the job. He has stated that the payment used to be made by the management to the contractors at the number of rates of mungma area for similar jobs. Ext. M-1 series are the bills submitted by Hirralal Viswakarma described himself as contractor and bearing his signature. Ext. M-2 series are the vouchers through which payment was made to Hirralal Viswakarma in respect of the bills as passed in Ext. M-1 series. Ext. M-3 series are the bills in respect of the work done by Premchand Sharma and Ext. M-4 are the vouchers through which Premchand Sharma received the payment of the vouchers Ext. M-4 series. All these four exts. series show that Hirralal Viswakarma and Premchand Sharma had described themselves as contractors and had submitted their bills and had received the payment as contractors. I have carefully compared the vouchers and the bills and have found that the bills relate to the voucher submitted by Hirralal and Premchand Sharma. On a further perusal of the dates of the bills on which the work was executed it will appear that the contractors workers did not work regularly and there was sometimes continuous gap when they did not do any work. Thus it will appear that the contractors workers were not engaged to work regularly and continuously. MW-1 has stated that the contractors used to supervise the work of their workers and that the contractors workers did not work in the colliery workshop. M.W.1 has stated that the contractors workers used to do their work in the depot under a Mango tree which is in the area of the colliery. He has further stated that the contractors used to make payment to their workers and that the contractors used to supply them with the tools and the management used to supply the materials. He has stated that there is one furnace and one anvil under the contractor on which his workers used to work. The union has produced Ext. W-1 to W-1/9 giving the details of work done on different dates by Hirralal Viswakarma and Premchand Sharma as contractors. These documents show that Hirralal Viswakarma and Premchand Sharma were working as contractors and they had designated themselves in the said Exhibits, as contractors. If we carefully analyse the work done by the contractors as shown in Ext. W-1 series, and Ext. M-3 series it will show that in the period of about two years the work done was irregular. It will also show that the actual work done was not enough to engage 15 persons and that the said work would easily be done by a far less number of workmen. The amount of the work also was not enough to provide regular employment to the 15 concerned workmen for the period of more than 2 years. The evidence of MW-1 that there was only one furnace and one anvil has not been contradicted or falsified and as such it will appear that 15 persons could not have worked only one furnace or anvil and that shows that only a few persons were working under the contractor for the job of blacksmithy. The claim of the union that 15 workmen were doing the job does not find support from the materials on record.

It is being claimed that although 15 persons named in the schedule to the order of reference were engaged in the job of tub repairing etc. but there is not a chit of paper coming forward to show that all of them were infact doing the said job. The union has produced the register showing daily work done by producing Ext. W-1 to W-1/13 but those registers do not show the name of the 15 concerned workmen as person performing the job. In fact there is no evidence except the oral evidence of WW-1 and WW-2 that all the 15 workmen had been engaged to do the job of repairing

tub etc. I would have appreciated if in the registers Ext. W-1 series it had been shown by naming the individual workmen as the person who had done their specified job on a particular day but in the registers Ext. W-1 series only the date and the nature of work is shown and there is no mention of the name of the workmen who had actually executed those jobs. In the background of the fact that the papers produced in the case do not show that the work executed in the period of two years was a work which was performed by 15 persons regularly, it appears that all the 15 concerned workmen had not been engaged to perform the job which had been taken in contract.

The workmen had called for some documents from the management. The management has produced the Form B Register Ext. M-6 out of them. The said register does not include the name of any of the concerned workmen. It has been submitted on behalf of the management that as the concerned workmen were not the workmen of the management their names do not find mention in Form B Register.

The union had called for attendance Register, payment sheet for the period January, 1980 to January, 1982 from the management but the management did not file them. It is stated on behalf of the management that the concerned workmen were not their workmen and as such they were not maintaining their attendance or payment sheet. According to them the management had given the job of blacksmithy to contractor Premchand Sharma and Hirralal Viswakarma and it was for them to maintain attendance for their workmen and the management had nothing to do with it. It is stated that the management used to make payment through voucher after checking their bills and there was no question of any payment sheet prepared by the management in respect of the concerned workman.

It will appear from the evidence of WW-1 and WW-2 that the concerned workmen did not get any identity card, Bonus Card and wage sheet be from the management and they did not contribute to the P.F. They were not medically examined by the colliery doctor at the time of their appointment. It will also appear that the names of the concerned workmen were not stated in Form B Register Ext. M-6. WW-2 has stated that the wages used to be paid to the concerned workmen by Hirralal Viswakarma, WW-2 did not know if Hirralal Viswakarma used to be paid for the work by the management through vouchers submitted by him. It was difficult for him to deny that the management used to pay for the work to Hirralal through vouchers in face of the papers produced in this case. There is no evidence worthwhile to show that the officers of the management were supervising the work of the concerned workmen. Ext. W-1 series show that the officials of the management have signed it. On behalf of the management it is stated that the officers of the management had signed them as they had to check these registers for the purpose of passing the bills and making payment for the work done by the contractors. These registers will not show that the officers of the management were actually supervising the work of the workmen but only shows that bills were checked for making payment to the contractor. The evidence of MW-1 shows that the job of blacksmithy was being performed under a tree and not in the workshop of the management. Thus we do not find any element to establish that the concerned workmen were in direct employment of the management and the materials on the records all go to show that they may be contractors workers. It appears therefore that the management had employed Hirralal Viswakarma and Premchand Sharma as contractors for the blacksmithy job and the management had nothing to do with the manner of handling work done by the contractor. The blacksmithy has to be employed by the contractor and the payment to the blacksmiths were also made by the contractors after the contractor had received the money from the management for the work executed by him. It appears therefore that there was no privity of contractor of employer and workmen between the management and the concerned workmen. "Workman" has been defined in Section 2(s) of the I.D. Act to mean "Any person employed in any industry to do any skill or unskill.....". Their Lordships have observed in 1985-2-LJ page-4 (workmen of Food Corporation of India-Vrs-M/s. F.C.I):—

"The expression employed has atleast two known connotations but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work on that industry and that there should be in other words, an employment of his by the employer and that there should be a relationship between the employer and him as between employer and employees or master and servant.

Unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act. Dharangadhara Chemical Works Ltd. v. State of Saurashtra (1957-1 L.L.J. 477) Now where a contractor employ a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person".

Thus the concerned workman even if all of them were working under the contractor did not become the workmen of the management and they remained workmen of the contractor and accordingly there was no relationship of employer and employee between the concerned workmen and the management.

In view of the consideration of the facts and points of law involved, I hold that the concerned workmen were the contractors workers and that there does not exist any relationship of employer and employee between the concerned workmen and the management.

It has been submitted by the union that the execution of tub repairing job was prohibited under the contract Labour (Regulation and abolition) Act and accordingly the concerned workmen were not contractors labours. The notification of the Ministry of Labour No. S-16011/1/74 dated 1-2-75 will show the job which have been prohibited to be executed through contractors under the contract labour (Regulation and Abolition) Act. The prohibition in relation to (a) Raising or raising-cum-setting of coal, (b) coal loading and unloading (c) over burden removal and earth cutting (d) drifting of stone drift and misc. stone cutting underground and (e) soft coke manufacturer. It will thus appear that the job of tub and cage repairing or the job of blacksmith is not prohibited to be done through contractors under the contract Labour (Regulation and abolition) Act. It is submitted by the union that licence has to be taken under contract labour (Regulation and Abolition) Act by the contractor engaging 20 or more workers. Section 1(c) of the act is very clear on the point and shows that the said Act does not apply to contractor employing less than 20 persons. MW-1 has also stated that the job of tub repairing can be done through contractor. The present case relates to Lalmatia colliery and not to Rajmahal project. According to MW-1 so far Lalmatia colliery is concerned there was no other job which was given to the contractor. He has clearly stated that there was no other contractor in the colliery. The present case relates to only 15 workmen who were contractors workers and as such contract labour (Regulation and Abolition) Act does not apply to Lalmatia colliery in which the contractors employed by the management did not have more than 20 workers working under the contractors. It is clear therefore that no licence under section 7 of the Contract Labour (Regulation and Abolition) Act was necessary.

In view of the discussion made above it is clear that the concerned workmen were not the employers of Lalmatia colliery and that they were contractors labours and as such there was no question of giving them employment by the management. The concerned workmen admittedly were not doing any job for the management since November 1982 and as such there was no question of their regularisation in the job. A person can be regularised only when he is continuing

in his job and when a workman has already been stopped work there cannot be a case of regularisation in the discontinued job.

The management's case further is that after November, 1982 there was no longer any need for the management to get any work done through contractor in as much as the management had made its own arrangement for executing the job of blacksmithy departmentally by diverting some of its own workers already working in the colliery. After stopping the work through contractor the job has been entrusted to the departmental blacksmith and hammerman and mazdoor. MW-1 has stated that after November, 1982 the job of tub repairing was done by management's own workmen. WW-1 was unable to say if the work of blacksmithy was being performed in the colliery by regular workmen of the management. There is no case that the management had engaged any outsider blacksmith or labourer to do the job of tub repairing after abolition of the contract system. This also further shows that the management do not require any outsider to do the job of blacksmith. The management has not made any new employment for blacksmithy for the last three years after the discontinuance of contract system. This shows that the management in fact did not require such a large number of persons to work as blacksmith as is being claimed by the workmen.

In the result, I hold that the demand of Ningha Colliery Mazdoor Union that the management of the workshop at Lalmatia colliery of M/s. F.C.L. should give employment, and regularise, the concerned workman on the tub repairing and other jobs is not justified. Accordingly the concerned workmen are entitled to no relief.

This is my Award.

[No. L-20012(103)/85-D. III (A)]

J. N. SINHA, Presiding Officer

मई दिल्ली, 14 मई, 1986

का.आ. 2083—श्रीशोगिक निवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, भारत कीपिंग कोल सि. की बसेरिया कोलियरी के प्रबन्धालंब से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, धनबाद में निर्दिष्ट श्रीशोगिक निवाद में केन्द्रीय सरकार श्रीशोगिक अधिकारण, नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-1986 को प्राप्त हुआ था।

New Delhi, the 14th May, 1986

S.O. 2083.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Busseriya Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 6th May, 1986.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 129 of 1985

In the matter of industrial disputes under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Busseriya Colliery of Messrs Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen : Shri Lalit Burman, Vice President, United Coal Workers' Union.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 28th April, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(89)85-D. III(A) dated the August, 1985.

SCHEDULE

"Whether the demand of United Coal Workers' Union that the Underground Miners|Loaders, listed in the Annexure below, of Busseriya Colliery of Messrs. Bharat Coking Coal Limited, P.O. Kusunda District Dhanbad should be paid their normal wages, together with the underground and other allowances, for the period 25-10-1983 to 6-1-1984 is justified ? If so, to what relief are the concerned workmen entitled ?

ANNEXURE

1. Shri Gopal Bauri
2. Shri Dalu Bauri
3. Shri Mihir Dome
4. Shri Tulshi Dome
5. Shri Nanku Chamar
6. Shri Bijai Chamar
7. Shri Jagdish Chamar
8. Shri Jagdhari Bhar
9. Shri Jatan Mallah
10. Shri Bhagwati Chowdhary
11. Shri Bedoshi Rabidas
12. Shri Ganesh Mian
13. Shri Indar Deo Pandey
14. Shri Okil Mian
15. Shri Rajak Mian
16. Shri Bara Ramjan Mia
17. Shri Jago Mia
18. Shri Ramjan Mia
19. Shri Chhota Pahman Mia
20. Shri Kalu Ram Kurmi
21. Shri Sohan Kurmi
22. Shri Latua Chamar
23. Shri Jagarnath Ahir
24. Shri Chamn Singh
25. Shri Gagu Barhi
26. Shri Motilal Pashi
27. Shri Rameshray Pasi
28. Shri Sukar Turi
29. Shri Nanku Rajohar
30. Shri Munshi Manjhi
31. Shri Nuru Mian
32. Shri Barham Mia
33. Shri Suvan Mian
34. Shri Khublal Mondal
35. Shri Somar Mondal
36. Shri Khasroo Mondal
37. Shri Harl Govind Nonia
38. Shri Deobali Dusadh
39. Shri Dharam Raj Nonia
40. Shri Chaman Mia
41. Shri Jalit Mia
42. Shri Narayan Das
43. Shri Siria Chamar
44. Shri Uma Kanta Ahir
45. Shri Arjun Das
46. Shri Dharam Bouri
47. Shri Narayan Mallik
48. Shri Hanif Mia

49. Shri Chamu Singh
50. Shri Chanka Bhuria
51. Shri Bhiklin Mia
52. Shri Hakim Mia
53. Shri Khursed Mia
54. Shri Tahal Mia
55. Shri Salamat Mia
56. Shri Khalil Mia
57. Shri Kishore Gope
58. Shri Gayadin Ahir
59. Shri Nirai Pashi
60. Shri Gulab Mia
61. Shri Tahir Mia
62. Shri Aziz Mia
63. Shri Sahim Mia.

The case of the union is that the concerned workmen have been working as underground miner/loader in No. 40/44/45 inclines of Busseriya Colliery of M/s. B.C.C. Ltd. They were piece rated workmen in Group VA and were getting remuneration on the basis of the fixed work load of 40.5 cft. They were also getting underground allowance and other allowance as in force. The management of Busseriya Colliery by the two notices dated 18-10-83 temporarily transferred them to No. 12 quarry of Busseriya Colliery as alternative jobs with effect from 24-10-83 as there was no working faces in the underground working of No. 40 44, 45 inclines due to water logging and safety problems. The concerned workmen accordingly performed the alternative jobs offered to them by the management at No. 12 quarry as pick miner during the period from 25-10-83 to 6-1-84. From 7-1-84 they were returned back to the respective inclines of Busseriya Colliery where they had been previously working as pick miner. As the alternative jobs in the quarry were provided to the concerned workmen due to temporary closure of the underground workings of No. 40, 44, 45 inclines and as the law provides that the alternative jobs should be without any adverse in the conditions of their service, wages and other allowances the concerned workmen were entitled to get the same remuneration and allowances when they were getting while working underground for the period they were performing the alternative jobs at the quarry. Accordingly the concerned workmen were entitled to the underground allowance and other allowances when they were working in the quarry. The management of Busseriya Colliery paid them wages on their performance on the basis of the work load of 47.25 cft. instead of 40.5 cft. and refused to pay them underground allowance for the period they were engaged in the alternative jobs at No. 12 quarry. The management thus billed the wages on the basis of the increased workload resulting in less payment of basic wages per tub and deprived the concerned workmen by the underground allowance payable at the rate of 17.5 per cent of the basic wages earned. The management took the said unilateral action without giving any notice to the said concerned workmen under Section 9(A) of the I.D. Act and as such the action of the management was illegal and unjustified. A number of monthly and time rated workers of the said inclines engaged in No. 12 quarry during the same period had been paid their normal wages as also the underground allowance but the concerned workmen were deprived of the said legitimate wages and allowances and as such the management is liable to make good the less payment made on account of the basic wages and the underground allowances for the period they had worked from 25-10-83 to 6-1-84 in the quarry. The union made a demand with the management and when the management refused to consider their claim, an industrial dispute was raised on behalf of their Union the conciliation failed before the A.R.C. and thereafter the present reference was made to this Tribunal. It is submitted that the demand of the workmen is fully justified and that the management should be directed to make good less payment made on account of basic wages and the underground allowances.

The most of the facts has stated by the workmen are accepted by the management in their W.S. The case of the management is that Sl. No. 62 Shri Ajij Mian and Sl. No. 63 Shri Sahim Mian of the annexure to the schedule of the order of reference did not go to the quarry after the

transfer order and they were transferred to another colliery and as such they had been wrongly included in the present order of reference. Basseriya Colliery has 4 inclines namely inclines Nos. 40, 44, 45 and 47 besides the quarry. Only pick mining is done whenever the quarry is worked and the workload fixed for quarry pick mining in NCWA is 47.25 cft. the quarry pick miners are in Group VA as laid down in NCWA-I, II and III and the job description for them is "A workman engaged in cutting coal in quarry by hand pick and loading the same into tubs trucks or stacking". There was accumulation of water in the inclines and the inclines are drowned each year by about the month of October, after the monsoon when the percolation of water starts and on account of the aforesaid situation the work in the inclines has to be suspended for about 3 months each year. The workers of the colliery are inter transferable from one incline to another. Mostly pick mining is done in all the four inclines. The management transferred 32 miners from No. 47 incline and 31 miners from No. 40 incline to No. 12 quarry with effect from 24-10-83 as under ground section got flooded as usual, leading to reduction in the number of working faces. Out of these miners Ajir Mia and Rahini Mia did not go to the quarry and were transferred to another colliery. The miners were transferred back to the incline after dewatering operations of the incline were completed from 7-1-84. Three drillers along with the concerned workmen were transferred also in 1983 to quarry No. 12 and they worked there from 24-4-84 to 6-1-85. Due to an oversight the three drillers transferred from underground to the quarry were paid underground allowance due to mistake which were being rectified by taking action to recover the same. The underground allowance is payable to the workmen working in the underground section only as per the recommendation of the Central Wage Board for the Coal Industry because of the arduous condition etc, under which they have to work. Underground allowance is not payable to the workmen working on the surface or in the quarry. It is admitted that the concerned workmen had not been paid the underground allowance for the period they had worked in the quarry in the year 1983-84. It is the practice in the coal industry to transfer workers from surface/quarry to underground and vice versa, and they are paid underground allowance only when they work in the underground section. Underground allowance and other allowances are paid to the workmen subject to their being required to work under certain conditions and those allowances are not paid if those conditions are absent. Non-payment of underground allowance does not amount to a change in the service condition under Section 9A of the I.D. Act when a workmen is transferred to the surface or quarry. The basic earnings of the concerned workmen as miner per working day for the purpose they had worked in the quarry were higher over their average basic earnings per day during the preceding three months when they worked in the underground section. An underground allowance is not payable to a worker posted for duty in a quarry for the duration of their posting in the quarry and as such the concerned workmen are not entitled to underground allowances for the period they had worked in the quarry.

The concerned workmen are coal cutters/pick miners and they can be employed either in the underground or in the quarry. No worker in the colliery is appointed subject to the condition that he will always work in the underground sections and will be getting underground allowance. While working underground the concerned workmen whether they worked as pick miner as coal loader were in the piece rated wage of group VA and their job description and workload is laid down in NCWA-I. The Group wage for Group VA in the National Coal Wage Agreement including NCWA-III is the same and the workload for different jobs of piece rated workers in Group VA have been so determined as to enable them to earn some wages. The concerned workmen while working in the quarry were paid Group VA wages limited to workload of 47.25 cft and while working in the underground as pick miners with a workload of 40.5 cft and the yestdom worked, as basket loader whose workload is 81 cft when the concerned workmen worked as in the quarry as quarry pick miner their payment was regulated on the basis of the workload of 47.25 cft and not the workload applicable to pick miners and basket loaders working in the underground. In view of the above the concerned workmen had been rightly paid the wages when

they were working in the quarry. It is submitted on behalf of the management that the demand of the union is not justified.

The points for determination are whether the concerned workmen are entitled to be paid their normal wages which they were getting when working underground for the period they had worked in the quarry from 25-10-83 to 6-1-84 and whether they were entitled to underground allowance for the period 25-10-83 to 6-1-84.

The management examined two witnesses in support of their case. The workmen did not examine any witness but produced documents which are marked Ext. W-1 to W-4. The documents produced on behalf of the management have been marked Ext. M-1 to M-16.

Some of the facts are admitted. The concerned workmen were working as pick miner in the inclines of Basseriya colliery and they were transferred by two transfer orders Exts. W-1 and W-2 dated 18-10-83 from the inclines to No. 12 quarry and that they had worked in the quarry as pick miner from 25-10-83 to 6-1-84 and were again backed to their incline from 7-1-84. It is further admitted that the management did not give them underground allowance during the period they had worked in the quarry from 25-10-83 to 6-1-84. It is also admitted that the wages of the concerned workmen were paid in Group VA with a workload of 47.25 cft while working in the quarry whereas their workload was 40.5 cft while working as pick miner in the underground. The question in dispute is only to the effect whether the concerned workmen were entitled to underground allowance while working in the quarry and whether they were entitled to the normal wages which they were getting while working underground after they were transferred to work in the quarry.

It will appear from the notice Exts. W-1 and W-2 dated 18-10-83 by which the concerned workmen were transferred but due to water problems, less working faces and safety at the inclines the concerned workmen working as miner loaders were temporarily transferred to No. 12 quarry of Basseriya quarry as alternative job with effect from 24-10-83 till further orders. It will appear from these notices that the concerned workmen were temporarily transferred to 12 No. quarry as an alternative arrangement because of water problem, less working faces and safety at the inclines and that it further shows that they were again to be sent back to the inclines where they were previously working. MW-1 was working as Superintendent of Mines from October, 1983 to May, 1985 in Basseriya Colliery. He has stated that pick mining was done in the quarry and the workload for quarry was 47.25 cft. per days. He has stated about the transfer of the workmen vide Ext. W-1 and W-2 and has stated that the said transfers were temporary and that in January, 1984 the miners were transferred back from the quarry to the inclines. He has also stated that the miners cannot demand the same workload in the quarry as that of the workload in the underground. In his cross-examination he has stated that the workmen are not laid off due to water problem but the management provided alternative job to them. He has admitted that the conditions of work in the underground and the quarry are different. MW-2 is a Bill Clerk of Basseriya colliery and prepared the statement of comparative earning of the concerned workmen during the time they had worked in the quarry and 3 months prior when they were working in the underground. Thus on perusal of Ext. W-1 and W-2 and the evidence of MW-1 it appears that the concerned workmen were temporarily transferred from the incline to the quarry and that the said transfer was alternative job and instead of laying off, the management was providing them with alternative job in the quarry because of the water logging in the incline during a few months of monsoon. It is submitted on behalf of the union on the above facts that if the management had not given the concerned workmen the alternative job temporarily in the quarry they would have been laid off because of the water logging and safety reasons in the incline, but instead of laying them off the management gave them the alternative job in the quarry in the same Group-VA to which they belong while working as a miner in the underground. The representative of the union has submitted that, section 25F of the I.D. Act, provides that no compensation shall be paid to a workman who has been laid off if he refused to accept any alternative employment in the same establishment from which he has been laid off...., if in the

opinion of the employer such alternative employment does not all for any special skill or previous experience and can be done by the workmen provided that the wages which would normally have been paid to the workmen are offered for the alternative employment also. On the basis of the said provision it is submitted that the concerned workmen should have been given the wages which would normally have been paid to them. It is stated that the concerned workmen were getting underground allowance which forms part of wages while working underground and as such that was the normal wage which they would have got while working underground and the same must be paid to them when they were transferred to work in the quarry because of the water logging of the incline in which they were previously working. The question therefore is whether underground allowance will be covered by the terms "Wages". Wages has been defined in Section 2(rr) of the I.D. Act which means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, express or implied, were fulfilled, be payable to a workman in respect of his employment or of work done in such employment, and includes such allowance as the workmen for the time being entitled to. The clause further provides as to which would not include wages. The definition of wages in Clause 2(rr) is exhaustive inclusive as well as exclusive. Para 4.3.1 of NCWA-III provides that the underground allowance shall be treated as wages as hitherto and will also be taken into account for the purpose of calculation of annual leave, overtime, gratuity etc. Thus it appears that underground allowance has become a part of wages and when a workman instead of being laid off is given alternative job temporarily will be provided wages of which he was normally getting at the time he was working underground. The concerned workmen were admittedly getting underground allowance which had become a part of their wages and they are therefore entitled to get underground allowance as wages under Section 25E of the I.D. Act. It may be said that if that be the fact in case of transfer of all the workmen from underground to the surface/quarry they would all continue to get the underground allowances wages but that is not the fact. If a workman is permanently transferred from the underground to the surface or the quarry, he ceases to have underground allowance as he is permanently transferred from underground to the surface. In the present case the concerned workmen were temporarily transferred from the underground to the quarry as an alternative arrangement and were again be hacked to the underground and as such they not lose underground allowance when working temporarily in the quarry. That in my opinion appears to be the real meaning of wages under Section 25E of the I.D. Act. I hold, therefore that the concerned workmen are entitled for the underground allowance being a part of their wages during the period from 25-10-83 to 6-1-84.

The second demand of the concerned workmen is that they should be given normal wages which they were getting while working in the underground. Admittedly Group-VA of the concerned workmen remained while working as a pick miner in the quarry. Admittedly, the workload of pick miner in the underground is 40.5 cft and of a quarry pick miner is 47.25 cft. In para 13 of the page 112 of Coal Ware Board Recommendation underground allowance has been dealt with. It is stated that persons working below ground in coal mines not only do strenuous physical work in congenital unnatural and disagreeable surroundings, but are also exposed to greater hazards and risks of suffering bodily injury and of contracting occupational diseases like pneumoconioses silicosis and nystagmus than the surface worker. It is to compensate him for his disagreeableness, hazard and risk that all the world over the coal miner working underground is paid higher emoluments than his counterpart working on the surface. It is because of this that the workload of a pick miner working underground has been fixed lower than the workload of a quarry pick miner. The work being difficult in the underground mining the workload of underground pick miner has been fixed @47.5 cft net day whereas the workload of quarry pick miner has been fixed at 47.25 cft. The workmen who are working as pick miners underground could therefore get their one day's remuneration by doing the workload of 40.5 cft only and as the work in the quarry were less arduous and

difficult, the quarry pick miners would earn the same wages after giving a workload of 47.25 cft. The concerned workmen therefore cannot ask that they should be paid while working in the quarry in accordance with the work load fixed at 40.5 cft per day for the underground pick miners. The workload in the underground and in the quarry has been tried to be kept at par with different workload seeing the arduous nature and difficult surrounding in the underground and a comparatively better surrounding while working in the quarry. The workmen therefore cannot claim to get their wages on the workload of 40.5 cft while they were working as quarry pick miners and I think the management has rightly paid the concerned workmen on the workload of 47.25 cft per day in accordance with the provision made in the NCWA.

It is submitted that the management did not give a notice under Section 9(A) of the I.D. Act. It is submitted on behalf of the workmen that the conditions of service of the concerned workmen were altered to their disadvantage on their transfer from the underground to the quarry and, as no previous notice had been given under Section 9A of the I.D. Act they will continue to have the normal wages which they were getting while working underground. In the present case the concerned workmen were doing the same work as pick miner while working in the quarry and there was no change in the condition of their service. It has to be considered whether the work of the pick miner working in the quarry was more onerous than that of underground pick miner and whether it was necessary for the quarry pick miner to possess a particular skill which the underground pick miner was not expected to possess. Unless it can answer one of these two questions in the affirmative there would be absence of a basis for the finding that there was change in the condition of service. A workman cannot be confined to a particular kind of work for ever. In the ordinary course the employer may transfer or promote a workman. On the facts of the case it will appear that the work of a pick miner in the quarry is the same as that of a pick miner in the underground and there was no necessity to possess a particular skill while working as pick miner in the quarry. For the above reasons I hold that there was no change in the condition of service of the workmen concerned when they were transferred from the underground to the quarry and as such there was no necessity of giving any notice under section 9A of the I.D. Act to the concerned workmen prior to their temporary transfer as alternative arrangement.

In the result, I hold that the concerned workmen are entitled to the underground allowance as part of their wages for the period from 25-10-83 to 6-1-84 but they are not entitled to their normal wages of the inclines during the said period. This is my Award.

I. N. SINHA, Presiding Officer
[No. I-20012/89/85-D. III(A)]
A. V. S. SARMA, Deck Officer

ਨਾਟ ਫਿਲਮੀ, 14 ਮਈ, 1986

का, अ. 2084:- कैनोनीय समवायर ने यह समाधान ही जाने पर
फिर सौकालित में ऐसा करना अपेक्षित है कि भैवीथ ग्रामीण वैक प्रधिनियम,
1976 की घास 3 के अधीन स्थापित भैवीथ ग्रामीण बैक द्वारा जलाए
जा रहे तैरिक उद्योग को, जो श्रीखोपिक विवाद अधिनियम, 1947
(1947 का 14) की प्रथम अनुसूची की मध्य 2 के अन्वर्गत आता है,
उत्त प्रधिनियम के परीक्षनों के लिए लोक उम्मोदि मेवा छोड़त किया
जाना चाहिए।

अतः श्रीयोगीक विदाव अधिनियम, 1947 (1947 का 14) की प्रायः 2 के घट्ट (५) के उप-घट्ट (६) द्वारा प्रवर्त जागितर्मों का श्रद्धोग करते हुए केन्द्रीय सरकार उनक उद्योग को उक्त अधिनियम के प्रयोगर्मों के लिए ७ माल की नवाचारणी के तिण तरकार प्रसाद से लोक उद्योगी जेवा जीवित करनी

New Delhi, the 14th May, 1986

S.O. 2084.—Whereas the Central Government is satisfied that the public interest requires that the Banking Industry as carried on by a regional rural bank established under Section 3 of the Regional Rural Banks Act, 1976, which is covered by Item 2 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/2/85-D. I(A)]

नई दिल्ली, 15 मई, 1986

का. आ. 2085—केन्द्रीय सरकार ने, यह समाधान हो जाने पर कि लोकहित में देश करना अपेक्षित था, भौद्योगिक विकास अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (vi) के उपवर्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संस्था का, आ. 5475, दिनांक 18 नवम्बर, 1985 द्वारा किसी भी खनिज तेल (कच्चा तेल) मोटर और विमान स्पिरिट, डीजल तेल, मिट्टी का तेल, ईंधन तेल, विविध हाईड्रोकार्बन तेल और उनके मिशन, जिनमें सिंथेटिक ईंधन स्ट्रुक्चर तेल और इसी प्रकार के तेल शाकिल हैं, के निर्णय या उत्पादन में लगे उद्दीपन में सेवाओं को उभत अधिनियम के प्रयोजनों के लिए 20 नवम्बर, 1985 से छः मास की कालावधि के लिए नीक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उभत कालावधि को 20 जून, 1986 तक कालावधि के लिए बढ़ाया जाना अपेक्षित है;

प्रत: अब, भौद्योगिक विकास अधिनियम, 1947 (1974 का 14) धारा 2 के खण्ड (इ) के उपखण्ड (VI) के परन्तुक द्वारा प्रवत्त शक्तियों के नयोजनों के लिए 20 जून 1986 तक कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या : एस-11017/2/84 शी 1 (ए)]

शाशि भूषण अवर सचिव

New Delhi, the 15th May, 1986

S.O. 2085.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 5475 dated the 18th November, 1985 the industry engaged in the manufacture or production of mineral oil (crude oil), motor and aviation spirit, diesel oil, kerosene oil, fuel oil, diverse hydrocarbon oils and their blends including synthetic fuels lubricating oils and the like, to be a public utility service for the purposes of the said Act for a period of six months, from the 20th November, 1985;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period till 20th June, 1986;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period ending 20th June, 1986.

[No. S-11017/2/84-D. I(A)]

SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 15 मई, 1986

शुद्धिपत्र

का. आ. 2086.—भारत के राजपत्र, भाग 2, खण्ड 3, उप खण्ड(ii)में सारीख 14 सितम्बर, 1985 को प्रकाशित भारत सरकार के अम मंत्रालय की सारीख 19 अगस्त, 1985 की अधिसूचना संस्था का.आ. 4301 में, पांचवी लाइन में,

"1985(1985 का 62)" के स्थान पर "1984(1984 का 62)" पढ़ें।

[एस-33012/2/84-डब्ल्यू. बी.]
विश्वास नाथ, अवर सचिव

New Delhi, the 15th May, 1986

CORRIGENDUM

S.O. 2086.—In the notification of the Government of India in the Ministry of Labour S.O. 4301 dated 19th August, 1985 published in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated the 14th September, 1985, in the line 6 for

"1985 (62 of 1985)" read "1984 (62 of 1984)"

[F. No. S-33012/2/84-WB]

BISHAMBHAR NATH, Under Secy.

नई दिल्ली, 15 मई 1986

का.आ. 2087 ज्ञान अधिनियम, 1952(1952 का 35) की धारा 5 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एटद द्वारा श्री एम.एल.मुखर्जी, उप महानिदेशनेक, खाल मुख्या (केन्द्रीय शेफ़), धनबाद को श्री धी.सी.वर्मा, जो 6 मई, 1986 से अवकाश पर है, के स्थान पर, ऐसे सभी शेफ़ों के लिए जिन पर उभत अधिनियम का विस्तार है, 6 मई, 1986 से श्री वर्मा के कार्यमार्ग परहण करने तक मुझ आन निरीक्षक के स्थ में नियुक्त करती है।

[फाइल संख्या-ए-35011(1)86-ज्ञान-1]
एल.के.नारायण, अवर सचिव

New Delhi, the 15th May, 1986

S.O. 2087.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Mines Act, 1952 (35 of 1952) the Central Government hereby appoints Shri M. L. Mukherjee, Deputy Director General of Mines Safety (Central Zone) Dhanbad, to be the Chief Inspector of Mines for all the territories to which the said Act extends, on and from the 6th May, 1986, vide V. C. Varma, who proceeded on leave until Shri Varma resumes duty.

[F. No. A-35011/1/86-M-I]

L. K. NARAYANAN, Under Secy.

नई दिल्ली, 6 मई, 1986

का.आ. 2088.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में अम मंत्रालय के द्वारा अन्यतर कार्यालय विभाजन मंडल (संयुक्त परामर्श संगठन) को जिसके 80 प्रतिशत कमंचारीवृन्द में हिन्दी का कार्यप्रसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या : एल-59011/1/86-प्रशासन-1]
एस.एम. आर. जैरी, उप सचिव

New Delhi, the 6th May, 1986

S.O. 2088.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official purpose of the Union) Rules, 1976, the Central Government hereby notifies the Board of Arbitration (Joint Consultative of Machinery), New Delhi a subordinate office of the Ministry of Labour, the 80 per cent staff whereof have acquired a working of Hindi.

[No. L-59011/1/86-Adm.I]

S. M. R. ZAIDI, Dy. Secy.

नई दिल्ली, 12 मई, 1986

का.ग्रा. 2089.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं सिंगरेणी कोलरीज कम्पनी लिमिटेड, मंडमारी इंडिजन, जिला आदिलाबाद (आन्ध्र प्रदेश) के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण, हैदराबाद, के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 29 अप्रैल, 1986 को प्राप्त हुआ था।

New Delhi, the 12th May, 1986

S.O. 2089.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Company Limited, Mandamari Division Adilabad District (A.P.) and their workmen, which was received by the Central Government on the 29th April, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Dated this the 24th day of March, Nineteen hundred and Eighty Six,

Industrial Dispute No. 37 of 1984

BETWEEN

The Workmen of Singareni
Collieries Company Limited,
Mandamarri Division,
Adilabad District (A.P.)

AND

The Management of Singareni
Collieries Company Limited,
Mandamarri Division,
Adilabad District (A.P.)

APPEARANCES :

S/Shri K. Srinivasa Murthy, Miss G. Sudha, Sri H. K. Saighal and Sri Balajinarayan, Advocates for the management.

2. None—for the Workmen.

AWARD

The Central Government in the Ministry of Labour and Rehabilitation by order No. L-22012/128/83-D.III(B) dated 8-5-1984 have referred the Industrial Dispute existing between the employers in relation to the management of Singareni Collieries Company Limited, Mandamari Division and their workmen in respect of the matters specified in the Schedule under Section 7A and Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication.

SCHEDULE

"Whether the management of Messrs Singareni Collieries Company Limited, Mandamarri Division are justified in terminating the services of Shri Sharfuddin, Lorry Driver, KK-2 Incline with effect from the 1st December, 1979. If not, to what relief is the workman concerned entitled"

Soon after the receipt of the reference it was registered as Industrial Dispute No. 37 of 1984, notice was issued to the parties. The workmen were directed to file their claims statement on or before 1-8-1984 while serving a copy of it on the opposite side. On 1-8-1984 the Branch Secretary of

workers union was present. Management called absent. Time was extended for filing claim statement till 10-8-1984. On 10-8-1984 workmen filed their claims statement and the dispute was adjourned to 27-8-1984 for counter. From 27-4-1984 it was adjourned to 21-9-1984 and from 21-9-1984 to 18-10-1984, and from 18-10-1984 to 12-11-1984. On 12-11-1984 workmen their representative are called absent. Personnel Officer on behalf of management was present and time was granted to the management for filing vakalat and counter till 3-12-84. On 3-12-1984 workmen and their representative was called absent. Management's Advocate led vakalat and sought time for filing counter and time was extended till 9-1-1985. From 9-1-1985 it was adjourned to 28-1-1985 and from 28-1-1985 to 6-2-1985. On 6-2-1985 management was represented by its Advocate. The dispute was adjourned to 25-2-1985 and from 25-2-85 to 26-3-1985. On 26-3-85 Workmen and their representative was called absent. Counsel for management was present and it was adjourned to 6-4-1985. From 6-4-1985 it was adjourned to 31-5-85 from 31-5-85 to 24-6-1985, from 24-6-1985 to 31-7-1985, from 31-7-1985 to 9-9-1985, from 9-9-1985, to 30-10-1985 from 30-10-1985 to 12-12-1985, from 12-12-1985 to 24-1-1986. From 24-1-1986 to 21-2-1986. From 21-2-1986 to 24-3-1986. On 24-3-1986 when the case was called the workmen and their counsel called absent. Number of adjournments were given and evidently the workmen have not evinced any interest in the matter and the workmen's counsel was also not representing the matter. The management was represented by the counsel, Sri Balajinarayan. Since this dispute is an old matter and it is being unnecessarily adjourned from time to time, and as the workmen are not taking any interest in the matter, hence the reference is terminated holding that the workmen are not entitled to any relief on the available records.

Dictated to the Steno-typist, transcribed by him, and corrected by me and given under my hand and the seal of this Tribunal, this the 24th day of March, 1986.

INDUSTRIAL TRIBUNAL

Appendix of Evidence

NIL

Dt : 22-4-86.

J. VENUGOPAL RAO, Industrial Tribunal
V. K. SHARMA, Desk Officer.
[No. L-22012/128/83-D.III(B)]

नई दिल्ली, 13 मई, 1986

का.ग्रा. 2090.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सेक्युरिटी बैंक आर इंडिया के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-1986 को प्राप्त हुआ था।

New Delhi, the 13th May, 1986.

S.O. 2090.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on the 28th April, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT KANPUR.

Reference No. L-12012/192/84-D-II(A) dt. 16-4-1985.

Industrial Dispute No. 241 of 1985

In the matter of Dispute.

BETWEEN

Shri D. P. Mehrotra Clo The Secretary, Union of Central Bank Employees, B-5/3 Basda Road Colony, Lucknow.

AND

The Chief Manager, Central Bank of India, Hazaratganj
Lucknow.

APPEARANCE :

Shri O. P. Nigam representative for the workman.
Shri S. Trivedi representative for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-12012/192/84-D, II(A) dt. 16-4-1985, has referred the following dispute for adjudication to this Tribunal;

Whether the action of the Management of Central Bank of India, Regional Office, Lucknow in not correcting the date of birth of Shri D. P. Mehrotra Cashier-cum-Godown Keeper as requested by him is justified ? If not to what relief is the workman entitled ?

2. It is not disputed that previously contract cashier system prevailed in the banks and the contract cashier appointed the cashier under him for performing cash transaction under him and they were not deemed employees then. The contract cashier system was abolished in 1970 and thereafter the employees of contract were absorbed in the direct employment of the bank.

3. The case of the petitioner workman is that he was appointed by contract cashier in October, 1947, after having read in Kalicharan Inter College till 30-6-44 upto 9th class; that his date of birth recorded in school leaving certificate was 3-6-79 and that he had given correct date of birth at the time of appointment by cashier contract, that at the time of abolition of contract system and absorption of the workman in the bank in direct service no information about date of birth was given by him; that on transfer from Bahraich to Lucknow in the year 1972, he happened to see his Last Pay Certificate issued by branch office Bahraich wherein the date of birth was recorded as 8-6-26, when his real date of birth was 3-6-29, consequently he wrote a letter to the Divisional Manager dated 18-9-1973, requesting him to correct his date of birth to 3-6-1929 instead of 8-6-1926 recorded in bank's record. He has attached the school leaving certificate alongwith his application. The management declined the request of the workman to correct his date of birth on the ground that at the time of his appointment his date of birth was recorded as 8-6-1926, consequently the workers union raised industrial dispute on the point as a result of which the reference was made for adjudication.

4. The management in its written statement averred that the workman joined services in April 1946 and was given reappointment in October, 1947, and had his date of birth been 3-6-1929 as claimed by him instead of 8-6-1926, he would have been about 16 years and few months old at the time of his first appointment and would have been a minor and the question of his appointment would not have been arisen. These circumstances shows that the correct date of birth of the workman is 8-6-26 and not 3-6-1929. It is further averred that the workman has sought to get his date of birth corrected after 25 years of service by representation dated 18-9-1973, and had his date of birth really been incorrect he would not have waited for such a long time for its correction. Further when the management declined to correct his date of birth by letter dt. 12-6-75, the workman has again raised dispute after waiting about 10 years which appears to be an after thought and an attempt to enhance his length of service. The management has further averred that 38 years ago banks used to accept besides school certificate other document as proof of age and at times even the declaration of members was accepted as proof of age. The management further asserted that it would be wrong to say that the workman came to know his recorded date of birth only on transfer from Bahraich to Lucknow. The management has further laid stress on circular no. BID/14/70/68 dt. 2-10-70 which was sent to all the branches/offices whereby all the staff members were informed that under no circumstances the application for

altering their date of birth will be entertained and their date of birth as recorded in their service record at the time of their appointment on the basis of documents produced will stand. Copy of the service record maintained at Gonda of the workman is Annexure X-1 shows that he joined that branch on 14-11-1950 and his date of birth was recorded as 8-6-1926. The leave record of Gonda Annexure 3 also shows that his date of employment was as 14-11-1950 and date of birth as 8-6-1926. The record book of Gonda branch Ext-4 also shows the date of joining as 14th November, 1950 and date of birth as 8-6-26, Annexure 5 is the circular dated 2-10-70, intimating all members of the bank that under no circumstances application for altering date of birth will be entertained and that their date of birth as recorded in their service record with the bank at the time of their appointment on the basis of documents produced by them will stand. The management has also filed letter of the Baraich branch written to Lucknow branch at the time of his transfer to Lucknow wherein his date of joining is recorded as 22-4-47 and date of reappointment as 29-10-1947. The contention of the management that the workman was a minor at the time of his initial appointment in April 1946 appears to be wrong as the case of the workman as given in petition's para 1 is that he was appointed in October, 1947, even if the contention of the workman is taken that his initial appointment was April 46 mentioned in para 1 of the written statements appears to be wrong as according to the management bank's own document annexure A-2 filed alongwith W.S. his date of joining is recorded as 22-4-47 and not 22-4-46. On both the dates i.e. 22-4-47 and 29-10-47 the workmen was major taking his date of birth as 8-6-26 but taking his date of birth as 3-6-29 as asserted by the workman now he would be major on 29-10-47, but not on 22-4-47 as on that date he would be only of 17 years and 10 months and it was probably on this count that after his initial appointment on 22-4-47 he was not continued in that appointment but was reappointed on 29-10-47 when he became major. Thus contention that initially when he entered in the service of the bank management he was minor is also submitted. If on the date of his initial appointment i.e. on 22-4-47 his date of birth was 3-6-29, as observed earlier no document has been filed by the management that the workman anywhere gave his declaration of age as 8-6-1926 at the time of his appointment. The workman has asserted in para 6 of his affidavit that the records of the treasurers must have come to the management bank on abolition of treasurer system, it was on this count that the management witness Shri Balakrishnan Regional Manager of the management bank admitted that the management is still making efforts to trace out the previous record. Shri O. P. Vaishya workman's witness who brought the record of Kalicharan Inter College deposed that the workman was admitted in his School on the basis of Transfer Certificate brought from his previous institution wherein his date of birth was recorded; that they do not insist for production of municipal or hospital certificate regarding date of birth of the candidates.

5. In rejoinder the workman has averred that circular dated 2nd October, 1970 Annexure X-V was never shown to him nor his signature obtained as token of having been shown to him.

6. In support of its contention the management examined Shri Balakrishnan on affidavit who corrected that initially appointment of the workmen as clerk cum godown keeper was issued on 22-4-47 and reappointed on 29-10-47 and admitted that due to typographical mistake it was wrongly mentioned in the written statement as April 1946. In cross examination he has admitted that management does not have a declaration of age duly signed by the workman at the time of his appointment. He admits that minimum age of the employment in the bank is 18 years and the age of retirement is 60 workers employed before nationalisation. He further states that it is on the basis of declaration of age or date of birth the workman were appointed and or it is on the basis of school leaving certificate. He further states that certificate of Kalicharan Inter College is not acceptable to the management as at the time of appointment the workman did not give this certificate. In the end he says that Annexure I was proved and prepared from 14-11-59 and the records prior to that date are still being traced out.

7. On the other hand the workman gave his affidavit evidence. He has averred in the affidavit that he informed the contract cashier who appointed him his date of birth as 3-6-1929.

8. The workman in his cross examination deposed that he probably joined the bank in April 1947 and at the time of his entry in the bank he was about 17 or 17½ years and that he had left the school three or four years earlier in 1944. He further states that he had given school leaving certificate in the school but admitted on suggestion that he has no mentioned this fact in the affidavit. This statement of the workman appears to be wrong as his own witness Shri O. P. Vaishya Clerk of Kalicharan Inter College stated in cross examination that in schools register two seals are affixed as duplicate and triplicate which means when a copy is issued it is noted duplicate and signed and when a copy is issued for the third time and it is written triplicate and signed. He states that presently Shri B. N. Tondon is the principal of the School who has signed the duplicate and triplicate issue of the IC and the first IC is issued on 8-11-50. Admittedly the workman got service in the year 1947, hence there was no question of submitting TC with the bank as the first IC was issued on 8-11-50. In the instant case the workman at the time of his admission had brought TC from Shahjahanpur and in that certificate the date of birth of workman was recorded as 3-6-29. When his attention was drawn to para V of his affidavit he stated that first he informed verbally and then gave him in writing as his date of birth as 3-6-29, it may be so but his statement also that he has given his school leaving certificates to the treasurer is falsified by the deposition of his own witness Shri O. P. Vaishya, who looking to the records Annexure I and noting on the top of it stated that the first transfer certificate was issued in 1950, he stated that for the first time he came to know about wrong entry of the date of birth when he was transferred from Behraich to Lucknow in 1972. He has denied the management suggestion that he was major at the time of appointment in the bank and his date of birth was correctly recorded as 1926.

9. The workman's representative filed the photo copy of the Transfer Certificate of BMS College Shahjahanpur where he studied upto class 6th and had to take his school leaving certificate, on account of transfer of his guardian, on 1-9-37, and it was on the basis of this certificate that his name was entered in 6th class on 21-9-37, in Kalicharan Inter College vide Ext. W-1, where he studied upto 9th standard and was ultimately withdrawn on 3-6-44. The workman representative has also filed copy of letter dated 7-9-37 allegedly written by father of the workman to H. M. Kalicharan Inter College Lucknow for admission of his son Devi Prasad Mehrotra who had to be withdrawn from Shahjahanpur on account of transfer of his guardian.

10. Thus in the absence of any document to show that the workman has declared his age i.e. date of birth as 8-6-1926 at the time of entering in service it can not be said that the workman is stopped having taken advantage of entering into service on the basis of that. Conversely it was observed in Narain Chandra Vaisya Versus State of Himachal Pradesh 1976 Lab. IC page 1233 wherein it was observed that a Government Servant who is retired from service on attaining the age of superannuation computed according to his date of birth entered in his service record at the time when he entered in service is not stopped from pleading of different date of birth when he has not gained any advantage by such representation for entering into service.

11. In the absence of any declaration forthcoming from the management given by workman at the time of his entering into service it can not be said that the workman is stopped on account of his own false declaration. The workman took the case of correction of his date of birth when the matter came to his knowledge in the year 1972. The management has again failed to show that prior to 1972 the workman had occasion to know about wrong entry of his date of birth.

12. Thus I am inclined to believe the evidence adduced by the workman particularly the old records of the BMS School Shahjahanpur and Kalicharan Inter College and letter of workman's father Ext. W-1, 2 and 3 and held that the correct date of birth of the workman is 3-6-29 and not 8-6-26, for which no basis has been shown by the management. The management should have corrected the date of birth of the workman on the basis of cogent evidence supplied by him. The workman had no knowledge of the circular issued by the management in 1970 else he must have taken

steps earlier. I accordingly hold that the management shall correct his date of birth from 8-6-1926 to 3-6-1929 in its record.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/192/84-D.II (A)]
N. K. VERMA, Desk Officer

नई दिल्ली, 14 मई, 1986

का.आ. 2091.—श्रौतोगिक विधाय अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, श्री एन.एम. सिंहल और भव्य द्वारा भारतीय जीवन बीमा निगम के प्रबंधसंघ के बिलाफ उत्त प्रधिनियम की धारा 33 के प्रधीन दायर की गई शिकायत के संबंध में अनुसृत में निविट राष्ट्रीय श्रौतोगिक अधिकरण, बंगलौर के पंचाट का प्रकाशित करता है।

New Delhi, the 14th May, 1986

S.O. 2091.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the National Industrial Tribunal, Bombay as shown in annexure in respect of a complaint under section 33-A of the said Act, filed by Shri N. M. Singal and others against the management of Life Insurance Corporation of India.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

Complaint No. MTB-2 of 1986
(Arising out of Ref. No. NTB-1 of 1985)

PARTIES :

N. M. Singal—Complainant.
Corraplaint No. NTB-3 of 1986
D. R. Naranbhai—Complainant.
Complaint No. NTM-4 of 1986
R. D. Naila—Complainant.
Complaint No. NTB-5 of 1986
G. C. Razibhai—Complainant.
Complaint No. NTB-6 of 1986
B. S. Mahwana—Complainant.
Complaint No. NTB-7 of 1986
K. K. Solanki—Complainant.
Complaint No. NTB-8 of 1986
K. S. Solanki—Complainant.

V/s.

1. Life Insurance Corporation of India Bombay-21.
2. The Sr. Divl. Manager, L.I.C. of India, Ahmedabad-1
Opponents

APPEARANCES :

For the complainants—Mr. A. S. Deo, General Secretary of the Union.
For the opponents—Mr. Ramchandran.

INDUSTRY : Insurance

STATE : Gujarat

Bombay, the 21st day of February, 1986

AWARD

These are complaints arising out of reference No. NTB-1 of 1985 filed by the Complainants under Section 33-A of the I. D. Act, 1947.

2. This matter was heard for some time of the earlier occasions and then it was directed to be posted for hearing on the question of maintainability. It was then adjourned on 21st February, 1986.

3. Today on 21st February, 1986 to which date the matter was adjourned for hearing, Mr. A. S. Deo, General Secretary of the Union wanted to withdraw the complaints. The complaints are allowed to be withdrawn.

4. No order as to costs.

R. D. TULPULE, Presiding Officer
[No. L-17011/21/83-D.IV (A)]

का. नं. 2092.—प्रौद्योगिक विवाद प्रधिनियम, 1947(1947 का 14) का धारा 17 के प्रत्युत्तरण में केशीय सरकार, भी राजेश एच. भाटिया, द्वारा सार्वत्रिक अंगठी बासा फिल्म प्रबन्धने के विलक्ष इस अधिनियम को धारा 33-A के अन्तर्गत धारा 17 के अन्तर्गत के संबंध में प्रत्युत्तर भूमिका निर्दिष्ट राष्ट्रीय प्रौद्योगिक अधिकारण, वैश्वर के विवाद का व्यक्तिगत करता है, जो केशीय सरकार की 6 मई, 1986 की प्राप्त दुष्टा था।

S.O. 2092.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the National Industrial Tribunal, Bombay as shown annexure in respect of a complaint under section 33-A of the said Act filed by Shri Rajesh H. Bhatia against the management of Life Insurance Corporation of India which was received by the Central Government on the 6th May, 1986.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL BOMBAY

Complaint No. NTB-1 of 1986
(Arising out of Ref. No. NTB-1 of 1985)

PARTIES :

Rajesh H. Bhatia.—Complainant.

V/s.

The Zonal Manager, Life Insurance Corporation of India, Northern Zonal Office, Laxmi Insurance Building, Asaf Ali Road, New Delhi.—Opposite Party.

APPEARANCES :

For the Complainant—Mr. Parekh, Advocate.

For the Opposite Party—Mr. M. P. More, Advocate.

INDUSTRY : Insurance STATE : Union Territory of Delhi

Bombay, the 8th day of April, 1986

AWARD

This is a complaint filed by the complainant workman who is employed by the Life Insurance Corporation as Engineering Assistant Grade-II (Civil). The complainant says that he was engaged as such by an order dated 21-3-1984, namely for a period of one year at Alwar. He joined his duties on 5th April, 1984 and his employment therefore, according to the terms of that order was to expire and come to an end on the 4th April, 1985. Even during that period, on 16th of February, 1985, the employee's tenure was further extended for a further period of six months w.e.f. 5th of April, 1985. In other words, the employment was to continue further for a period of six months from 5th April, 1985 and was to terminate on 4th October, 1985. No order thereafter was passed and the employee continued to work. However, by an order dated 30th October, 1985, his services were extended for a period of two months effective from 4th October, 1985. The employee referred to an award dated the 11th April, 1985 in CGIT-13 of 1983 and also referred to another reference which was pending before the Tribunal relating to badli temporary and part-time workman of the Corporation regarding whose wages and other conditions of service and absorption the reference was made. His contention is that by terminating his services w.e.f. 5th December, 1985, there was an infringement of S. 33 of the Industrial Disputes Act. There was also, according to him an infringement of the terms of the award dated 11th April, 1985 in that he was not paid wages in accordance with the directions in that award. It was also one of the contentions of the employee that the Corporation has a number of building projects and a large number of buildings owned by it. It therefore, required adequate number of staff both for maintenance as well as to execute construction of the building projects undertaken by it.

2. LIC filed its written statement and did not dispute what was stated by the complainant with regard to the appointment and extension and the orders referred to by him. According to it, the workman is not a concerned workman as reference No. NTB-1 of 1985 and further he having been appointed on a work-charged basis, there is no violation of

S. 33, as the employee's services came to an automatic end on the expiry of the term for which he was appointed.

3. With regard to the employees' contention, of the Corporation's having a building department and work of a continuous and permanent nature with it in connection with the buildings, the Corporation stated, that the construction programme varies and is not of a permanent character and discontinuous and of short-duration. It is an ancillary activity and not a main activity of the Corporation. The work-charged employees are purely temporary employees and their terms and conditions are not governed by the LIC Staff Regulations, 1960. The employee having been employed for the construction project at Alwar, he can not claim to be continued against construction works at other places and projects. According to it, there is also no infringement of the award dated 11th April, 1985, as according to the letter of appointment, the employee was paid Rs. 900 per month, which was a consolidated salary.

4. There is no dispute with regard to the dates and facts alleged by the complainant and set out in his complaint. There is also no dispute that the Corporation has a building department and has a number of building which it owns and maintains and has also in its hands some constructions of appointment, the employee was paid Rs. 900 per month, activity. It has permanent as well as temporary staff for that purpose. It will be seen from the facts which are set out and are not disputed, that the initial employment of the employee commenced on the 5th of April, 1984 by the terms whereof it was to expire on 4th, April, 1985. However, in the meantime of a further extension of six months was made on the 16th February, 1985 and his contract or term of employment would have expired on the 4th October, 1985.

5. It is common ground that the employee continued to work till 4th October, 1985 and no fresh employment orders or anything was done in that behalf. He continued to work and on 30th of October, 1985, with retrospective effect, an order was passed, i.e. his employment was extended for a period of 2 months from 5th October, 1985 and was therefore to expire on 4th December, 1985. On 5th December, 1985, the employee was discontinued from employment.

6. A reference came to be made to this National Tribunal which is worded as below:—

"What should be the wages and other conditions of service of badli, temporary and part-time workmen of the Life Insurance Corporation of India as well as the conditions of their absorption into regular cadre?"

7. Now the first contention which was raised on behalf of the Corporation is that the employee complainant is not covered by the terms of reference. I fail to see and understand as to what is meant by the Corporation in contending that the employee is not a concerned workman. Their contention seems to be that since the employee was employed against a work which was going on, he is described as a work-charged employee and not as a part-time, badli or temporary workman. It is difficult to accept this contention. He was employed for a temporary duration and for a temporary purpose even according to the Corporation. He would therefore, squarely fall under the term temporary workman. It is not disputed that the complainant is a workman within the meaning of the word 'workman' under the Industrial Disputes Act.

8. The next contention which was raised on behalf of the Corporation was that there was no infringement of S. 33 of the Industrial Disputes Act and therefore, no complainant was maintainable. Alternatively and consequently, it is also urged that if the complaint was maintainable, the workman was not retrenched and therefore he also can not make any complaint. I shall presently come to these other aspects of the matter, but it would be sufficient to say that there is no substance in the contention of the Corporation that there is no infringement of S.33. I have already held that the workman was a concerned workman, being a temporary workman in the employment of the Corporation. The dispute which was referred to this Tribunal related to the wages and other service conditions and conditions of their absorption in the regular cadre as such of temporary badli

and part-time workman. The employee therefore, was clearly a concerned workman. He was particularly concerned in the determination of the question as to terms and conditions of their absorption in the cadre and therefore, the dispute was also one which was connected. The question now is whether there is any alteration "to the prejudice of the workmen concerned in such dispute" of "conditions of service applicable to them immediately before the commencement of such proceedings".

9. It was strenuously contended for the Corporation that the termination of the employee's services was not alteration in term and conditions of service applicable to him immediately before the commencement of the proceedings. According to it, when the proceedings commenced in May, 1985, the terms and conditions of employee were that his employment was to come to an end on the 4th October, 1985. Therefore, it was contended that subsequently when it was extended for a period of two months and directed to be terminated on the 5th of December, 1985 or automatically terminated on the expiry of extension, there is no breach or alteration of the conditions of service applicable to him.

10. I am unable to accept this contention also. What is being ignored in the circumstances on behalf of the Corporation in its contention is that the employee continued to serve the Corporation w.e.f. 5th October, 1985. No terms and conditions were stipulated to his employment which began on the 5th of October, 1985. It was neither for a specified period nor did it have any other conditions which previously were applicable and find a place in the letter of appointment. It is not the case of the Corporation that the employee was informed that he would be extended on the same terms and conditions on the 5th October, 1985 for a further period of two months. It may be that had it been so the employee might have chosen not to continue or whatever he thought. The Corporation could not on 10th October, 1985 impose conditions or prescribe conditions in respect of an employment which commenced on the 5th October, 1985 and when the employment was without any conditions. The Corporation contends that the same conditions would apply and that the employment is purely temporary for a period of two months only and intended to expire by its very terms on 5th December, 1985. The employment which commenced on 5th October, 1985 did not by its own terms prescribe any date for termination.

11. This situation, and finding also takes care of the other contentions urged on behalf of the Corporation that in terminating the employment of the complainant-employee on 5th December, 1985, there was no retrenchment. Reliance was placed in this behalf on the definition of the word 'retrenchment' under S. 2(oo) sub-clause (bb) of the Industrial Disputes Act. It was urged that this amendment was introduced in the Section by Act 49 of 1984 w.e.f. 18th of August, 1984 and the amendment was brought into force from 1st of February, 1985. Sub-clause (bb) of S.2(oo) says that it would not be retrenchment if "termination of the services of the workmen" is "as a result of the non-renewal of the contract of the employment between the employer and the workmen concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein."

12. As I have already pointed out earlier, the employment or contract of service which commenced on 5th October, 1985 between the employee-complainant and the Corporation did not contain any clause or any period so that the contract could have automatically terminated so as to get the benefit of S.2(oo)(bb). There is no question of non-renewal of contract also, because it is a case of a new contract having come into force on 5th October, 1985 between the workmen and the Corporation.

13. Consequently, the contract of employment which commenced on the 5th October, 1985 between the complainant workman and the Corporation, did not have a stipulation

in writing as to the period when it was sought to be terminated by the Corporation. It amounted, therefore, to retrenchment in accordance with S.2(oo). Consequently, it attracted the provisions of S.25F of the Industrial Disputes Act. It is common ground that the provisions of S.25F were not complied with. The workmen was neither given any notice or one month's notice pay, nor was he paid any retrenchment compensation, when his appointment was terminated. Under the circumstances, his termination of services w.e.f. 5th December, 1985 which amounted to retrenchment has to be held to be invalid and the employee directed to be retained in service and treated as if not terminated right from 5th December, 1985.

14. A reference in this connection may be made to the decision reported in 1977(I) ILJ (p. 407). That was also a case of termination of services of daily rated casual employees with regard to whose service conditions and absorption a reference was pending. The Tribunal directed them to be straight away reinstated. However that part of the conclusion of the Tribunal was upset by the Supreme Court holding that retrenchment "may not, ordinarily, under all circumstances, amount to alteration of the conditions of service." However, it must be remembered and that position was not disputed that in that case while retrenching those workmen, provisions of S.25F had been satisfied. Such is not the position in the present case and therefore, there is a clear violation of those service conditions applicable to the workmen as contained in S.25F. If that is so, an award for reinstatement which is in reality a misnomer for directing or declaring that the employee's service having not been terminated, he continues in service, must be made. The result therefore is that an award has to be made declaring that the termination of the complainant workmen w.e.f. 5-12-1985 is invalid and he must be regarded as in service.

15. For the Corporation, reliance was placed on a decision reported in 1968 LIC (p. 3). That decision however has no application to the facts of the present case. There the standing orders themselves prescribed that a workman's services would automatically be terminated when he remains absent without permission for 10 consecutive days. Where such action was taken and the workman was treated as having lost his services, it was held that there was no infringement of S. 33. To the same effect is the decision reported in 1978 (2) LIC (p. 1688) which follows the 1968 decision.

16. As regards his wages on the basis of the award made on 11th April, 1985, the complainant has a different remedy, assuming that he is a workmen covered by that reference. So far as I am aware, that reference related to casual employees and not to temporary employees in terms. In any event, in a proceeding under S. 33A, non-observance of the directions in a different award need not be considered, particularly since the employee has a different alternative remedy.

R. D. TULPULE, Presiding Officer.

[No. L-17011/2/83-D. IV(A)]

का.सा. 2093.—श्रीधोगिक विद्यार अधिनियम, 1947 (1947 का 41) के धारा 17 के अनुपर्य में, केंद्रीय गवर्नर और प्री बहुर और सन्य द्वारा पारलीय जीवन वीमा तितम के प्रबंधन के लिए उक्त प्रधिनियम की धारा 33क के अधीन वापर को नई गिनवा के संबंध में अनुच्छेद में निर्दिष्ट राज्यों और धोगिक अधिकारण, विवरि के पंचांग को प्रकाशित करती है।

New Delhi, the 14th May 1986

S.O. 2093.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the National Industrial Tribunal, Bombay as show in annexure in respect of a complaint under section 33A of the said Act filed by Shri P.P. Ghafur & Others against the management of Life Insurance Corporation of India.

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL
AT BOMBAY**

Parties :

COMPLAINT NO. NTB-7 OF 1985
P.P. Ghafur—Complainant

COMPLAINT NO. NTB-8 OF 1985
M.R. Sharma—Complainant

COMPLAINT NO. NTB-9 OF 1985
C.B. Vaghela—Complainant

COMPLAINT NO. NTB-10 OF 1985
N.N. Rathod—Complainant

COMPLAINT NO. NTB-11 OF 1985
R.P. Sanki—Complainant

COMPLAINT NO. NTB-12 OF 1985
S.A. Chawhan—Complainant

COMPLAINT NO. NTB-13 OF 1985
M.M. Patel—Complainant

COMPLAINT NO. NTB-14 OF 1985
G.D. Sanki—Complainant

COMPLAINT NO. NTB-15 OF 1985
H.B. Chauhan—Complainant

COMPLAINT NO. NTB-16 OF 1985
R.P. Pataria—Complainant

COMPLAINT NO. NTB-17 OF 1985
P.S. Makwana—Complainant

COMPLAINT NO. NTB-18 OF 1985
R.A. Arab—Complainant

COMPLAINT NO. NTB-19 OF 1985
G.V. Desai—Complainant

COMPLAINT NO. NTB-20 OF 1985
N.A. Mirza—Complainant

COMPLAINT NO. NTB-21 OF 1985
B.V. Shah—Complainant

COMPLAINT NO. NTB-22 OF 1985
S.S. Shaikh—Complainant

COMPLAINT NO. NTB-23 OF 1985
G.K. Rathod—Complainant

COMPLAINT NO. NTB-24 OF 1985
D.V. Sachania—Complainant

COMPLAINT NO. NTB-25 OF 1985
P.N. Parmar—Complainant

COMPLAINT NO. NTB-26 OF 1985
N.S. Prajapati—Complainant

COMPLAINT NO. NTB-27 OF 1985
V.L. Bhil—Complainant

COMPLAINT NO. NTB-28 OF 1985
S.A. Patel—Complainant

COMPLAINT NO. NTB-29 OF 1985
K.K. Memin—Complainant

COMPLAINT NO. NTB-30 OF 1985
M.S. Gulam—Complainant

COMPLAINT NO. NTB-31 OF 1985
R.N. Sheikh—Complainant

COMPLAINT NO. NTB-32 OF 1985
Y. Kantilal—Complainant

COMPLAINT NO. NTB-33 OF 1985
Bhagwandas—Complainant

COMPLAINT NO. NTB-34 OF 1985
V.K. Langator—Complainant

1. Life Insurance Corporation of India,
Yogakshema, Central Office,
Jeevan Bima Marg, Bombay-21.

2. The Sr. Divisional Manager,
LIC of India, Jeevan Prakash,
Tilak Road, Ahmedabad-380 001 Opponent

APPEARANCES :

For the Complainants Mr. More, Advocate

For the Opponents Mr. Parikh, Advocate

INDUSTRY Insurance

STATE Gujarat

Bombay, dated the 14th day of February, 1986.

AWARD

These are complaints arising out of Reference No. NTB-1 of 1985 filed by the complainants under Section 33-A of the I.D. Act, 1947.

2. This matter was heard for some time on the earlier occasions and also on 28-1-1986 when it was directed to be posted for hearing on the question of maintainability. It was then adjourned to 14-2-1986.

3. Today on 14th February, 1986 to which date the matter was adjourned for hearing Mr. More, Advocate for the complainants wanted to withdraw the complaints. The complaints are allowed to be withdrawn.

4. No order as to costs.

R.D. TULPULE, Presiding Officer

[No. L-17011/2/83-D. IV(A)]

K.J. DYVA PRASAD, Desk Officer

